



REQUEST FOR PROPOSAL (RFP)

UNDP Georgia Improving Rural Development in Georgia/ENPARD3	DATE: June 28, 2019
	REFERENCE: 00108059

Dear Sir / Madam:

We kindly request you to submit your Proposal for providing support in **Elaboration of a Comprehensive Master Plan for the Development of Mountain Mtirala and Village Korolistavi**.

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

Proposals may be submitted on or before 17:00, Monday, July 15, 2019 via courier mail in sealed envelopes as described to the address below:

United Nations Development Programme
UN House 9, Eristavi St. Tbilisi, 0179, Georgia
Nodar Kereselidze "Improving Rural Development in Georgia", National Project Manager
nodar.kereselidze@undp.org

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

A pre-proposal conference will be held online via skype:

Date: 8 July 2019

Time: 15:00

Venue: Project Ajara office, 52 Gorgasali Str. Batumi, Georgia

The UNDP focal point for the arrangement is Vakhtang Kontselidze, Project Ajara coordinator.
E-mail: vakhtang.kontselidze@undp.org Mob: +995 599 481823

Interested proposers must provide their skype address by email to Vakhtang Kontselidze (subject: RFP Mt. Mtirala) before 6 PM on 05 July 2019.

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

Bear the name and address of the bidder;

Be addressed to UNDP;

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

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

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Nodar Kereselidze
National Project Manager

28/06/2019

Description of Requirements

Context of the Requirement	UNDP Georgia implements the project "Improving Rural Development in Georgia" under ENPARD III. The project is part of the EU supported nation-wide programme "European Neighborhood Programme for Agriculture and Rural Development" (ENPARD) and contributes to its main purpose, which is to promote inclusive and sustainable growth and development, creating employment and livelihoods for the poor and excluded, and to the achievement of results related to improvement of rural economic diversification, employment and services.
Implementing Partner of UNDP	Tourism Department of the Autonomous Republic of Ajara, Rural Development Council of Ajara AR
Brief Description of the Required Services	The overall objective of this RFP is to assist Tourism Department of the Autonomous Republic of Ajara in defining options for eco-tourism development within the territory of the Mountain Mtirala and Village Korolistavi. Specifically, the contractor is expected to provide support in elaboration of an integrated and detailed Master Plan for the development of Mountain Mtirala and Village Korolistavi reflecting the ecotourism, rural tourism and environmental sustainability aspects in alignment with income generation opportunities and sustainable management of the protected area.
List and Description of Expected Outputs to be Delivered	For detailed description of services required and objectives refer to Annex 4 – Terms of Reference (ToR)
Person to Supervise the Work/Performance of the Service Provider	UNDP Project "Improving Rural Development in Georgia" National Manager UNDP Project "Improving Rural Development in Georgia" Ajara Coordinator
Frequency of Reporting	<i>Monthly and upon deliverables, as per Annex 4 - TOR</i>
Progress Reporting Requirements	Monthly
Location of work	Georgia, Ajara AR (Kobuleti, Khelvachauri and Keda Municipalities)
Expected duration of work	Up to 135 calendar days after signing the Contract
Target start date	End of July 2019
Latest completion date	Mid-December 2019
Travels Expected	Please refer to Annex 4 – Terms of Reference (ToR), Scope of Work.
Special Security Requirements	<input checked="" type="checkbox"/> N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <i>Refer to Annex 2 – Section C – Qualifications of Key Personnel.</i>

Currency of Proposal	<input checked="" type="checkbox"/> GEL				
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	
	A baseline information report that includes desk study results and fled trip findings. 1 st validation workshop delivered.	20%	September, 2019	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	
	Draft Master Plan and respective action plan for development Mt. Mtirala and Village Korolistavi; (Please See proposed structure of the Document in Section B of the TOR) 2 nd validation workshop delivered.	30%	November, 2019		
	Minimal architectural drawings of the infrastructure projects to be Implemented (with 3D renders) and cost calculations (Bill of quantities BoQ) of the Infrastructure Project provided.	20%	December, 2019		
	Drafts for marking tourist routes and trails (please see Annex C of the TOR Guidelines for Marking tourist Routes and trails).	10%	December, 2019		
	Final documents on Mt. Mtirala and Village Korolistavi development and summary report on the implemented activities incl. lessons learned.	20%	December, 2019		
Person(s) to review/inspect/ approve completed services and authorize the	UNDP Georgia Economic Development Team Leader; “Improving Rural Development in Georgia” National Project Manager.				

disbursement of payment	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) respectively, where the minimum passing score of technical proposal is 70%.</p> <p>Detailed breakdown of points obtainable is provided in Technical Proposal Evaluation Form - Annex 5.</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Qualifications of the Service Provider 30 %</p> <p><input checked="" type="checkbox"/> Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule 30 %</p> <p><input checked="" type="checkbox"/> Management Structure and Qualifications of Key Personnel 40 %</p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (o) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One or only one Service Provider.
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 4)</p> <p><i>The TOR includes Sections A to C which are integral part of the TOR.</i></p> <p><input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)</p> <p><input checked="" type="checkbox"/> Financial Proposal Form (Annex 6)</p>
Contact Person for Inquiries (Written inquiries only) ¹	<p>Vakhtang Kontselidze, "Improving Rural Development in Georgia", Ajara Coordinator. E-mail: vakhtang.kontselidze@undp.org</p> <p>Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
Other Information [pls. specify]	N/A

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

Tbilisi, Georgia

[insert: Date]

To: Nodar Kereselidze, "Improving Rural Development in Georgia" National Project Manager

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 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;
- b) Track Record indicating the list of clients, contract scope, contract duration, contract value, references;
 - 1b. At least 4 years of experience in the field of eco-tourism development or related field (**minimum requirement**);
- c) Letters of recommendation;
 - 1c. At least 1 letter of recommendation from previous **similar** assignments as those required by this RFP (**minimum requirement**);
- d) Business Licenses – Registration Papers, Tax Payment Certification issued by the Revenue Authority evidencing that the Proposer is updated with its tax payment obligations and certificate of No Debts towards budget (**minimum requirement**);
- e) Financial Statements:
 - 1e. A bank requisite and a bank letter evidencing financial turnover for the last 3 years. Minimum required annual turnover is USD 120,000 per year (**minimum requirement**);
- f) Quality Assurance Procedure (**minimum requirement**);
- g) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List;
- h) If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract

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

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.

The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between those that were undertaken together by the JV, Consortium or Association and those that were undertaken by the individual entities of the JV, Consortium or Association.

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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

B. Proposed Methodology and Process 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 (including work plan), reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services.
- b) CVs demonstrating qualifications:
 - (1) **Team Leader** with at least 5 years of experience in environmental protection and/or eco-touristic service development (**minimum requirement**);
 - (2) **Expert in Eco-Tourism** with at least 7 years of experience in ecotourism and /or sustainable tourism development (**minimum requirement**);
Experience in Ecotourism development at International level and knowledge of international best practices in ecotourism and/or sustainable tourism development will be an asset
 - (3) **Business Analyst** with at least 5 years of experience in financial analysis, business diagnostics and reporting (**minimum requirement**);
Experience in eco-tourism and/or hospitality related financial analysis will be an asset;
 - (4) **Civil Engineer** with at least 5 years of experience in planning, design, and research on construction and/or rehabilitation of community-based infrastructure (**minimum requirement**);
Experience in road engineering will be an asset;
 - (5) **Architect** with at least 7 years of experience in developing architectural design documentation (**minimum requirement**);
Experience in Ethnography will be an asset
 - (6) **Tourist Routes/Trails Specialist** with at least 5 years of experience in markings and sign-postings of tourism routes (**minimum requirement**);
Experience in mapping with Geographic information system will be an asset;
 - (7) **Graphic Designer** with at least 3 years of experience in graphic design (**minimum requirement**);
 - (8) **Other professional team** (Maximum two personnel) if deemed appropriate by the contractor to fulfill the requirements of the TOR.

Written confirmation from each personnel that they are available

for the entire duration of the contract.

[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 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 (ToR)

Support in elaboration of a comprehensive Master Plan for the Development of Mountain Mtirala and Village Korolistavi, Ajara AR, Georgia

1. Background

Article 333 of the Association Agreement (Cooperation between EU and Georgia in the field of agriculture and rural development) provides with the clauses on 'facilitating the mutual understanding of agricultural and rural development policies. Article 332 of the Association Agreement states that the "Parties shall cooperate to promote agricultural and rural development, in particular through progressive convergence of policies and legislation". A National Rural Development Strategy elaboration process has been supported by FAO and UNDP and with UNDP's support to Ajara Autonomous Republic of Georgia within the framework of EU supported ENPARD. Government of Georgia approved the first ever National Rural Development Strategy (Programme) in December 2016, which provided country's vision for the coming years (2017-2020) in key areas of rural development – growth and diversification of local economies, improvement of social and public services, increase of employment and sustainable use of national resources. The strategy represents a new approach to rural development in Georgia grounded on the European Union practice and the EU Member State (MS) knowledge and experience in this field.

The adoption of the national strategy was followed by the establishment of an Inter-Agency Coordination Council (hereinafter referred to as IACC) for Rural Development which is led by the Ministry of Environmental Protection and Agriculture of Georgia. The Ajara Rural Development Strategy approved by the Government of Autonomous Republic (A.R.) was followed by the establishment of the Rural Development Council of Ajara (hereinafter referred to as RDC) which is led by the Ministry of Agriculture of Ajara A.R.

Both Councils coordinate the implementation of RDP and promote cooperation and coordination between and among its members. The membership of IACC and RDC involves representatives from various state agencies/line ministries, grouped under the 3 pillars of the Rural Development Strategy: economic, environment and social. Thematic Working Groups were established to contribute to advances in knowledge about rural development and enable the Strategy and respective Action Plans to become more effective in terms of delivering sustainable rural development outcomes.

The strategic vision statement agreed by the Rural Development Council is as follows: "The population in rural areas of Ajara enjoy a high standard of living and quality of life thanks to its vibrant, resourceful and enterprising rural communities, the sustainable use of natural resources and a diversified rural economy based on agriculture". The Rural Development Council has considered 6 priority goals³ which were grouped under interdependent and interconnected 'Economic', 'Environmental' and 'Social' headings.

The National Parks and protected areas in Ajara have a great prospective in terms of ecotourism and developing a versatile tourism product. It has the potential to provide a large range of opportunities for sustainable and nature-based tourism which is rapidly expanding. Mtirala National Park (NP) is considered as one of the most important protected areas in the Autonomous Republic of Ajara, which was visited by more than 50,000 visitors only in 2017. Its total area consists of 15698.8 ha, which is very rich in biodiversity (both flora and fauna). Mtirala NP is located between Municipalities of Kobuleti, Khelvachauri and Keda. The Administrative building is located in Chaqvi, while visitors center in the village Chaqvistavi, which is 15 km away from administrative center. Currently, there are only 2 tourist routes arranged in the National Park from the side of Village Chakvistavi.

³ These 6 goals are drawn from the EUs priorities for rural development as laid out in Regulation (EU) No 1305/2013 published on 17th December 2013

Khelvachauri segment of Mtirala NP and the territory adjacent to Village Korolistavi and Mountain Mtirala currently are not developed as a tourist site although village Korolistavi is the closest settled area to the National Park, hence the government of Ajara Autonomous Republic seeks to identify and further develop eco-tourism infrastructure and services within these areas of Mtirala NP.

2. Scope of work

The overall objective of this RFP is to assist Tourism Department of the Autonomous Republic of Ajara in defining options for eco-tourism development within the territory of Mountain Mtirala and Village Korolistavi. Specifically, the contractor is expected to provide support in elaboration of an integrated and detailed Master Plan for the development of Mountain Mtirala and Village Korolistavi reflecting the ecotourism, rural tourism and environmental sustainability aspects in alignment with income generation opportunities and sustainable management of the protected area. The Contractor is expected to conduct research on the tourism potential of Mountain Mtirala and Village Korolistavi (the Khelvachauri Municipality) and based on the research elaborate a comprehensive tourism development Master Plan for the area, which will take into account local culture and traditions and will be based on the successful international practice. The master plan shall entail all related work including Infrastructural, agricultural, ecosystem and tourist interventions.

A large part of the target area of the development plan is located within the protected area; therefore, the plan should be elaborated in conformity with the Law of Georgia on Protected Areas as well as based on other secondary legislation as well as in agreement with LEPL Agency of Protected Areas of Georgia.

The Contractor will be expected to provide professional services through the following main activities:

Scoping phase - Assessment of current status of the tourism sector in Mt. Mtirala and Village Korolistavi (A Baseline Report)

1. Organize and conduct focus group discussions, consultations, meetings and interviews with various stakeholders in the tourism industry as well as related sectors, including indigenous groups, and local communities, to elicit inputs, ideas, opinions and recommendations on the goals and objectives for Master Plan;
2. Analyze current government policies and action plans, including various plans developed by the Ministry of Environmental protection and Agriculture of Georgia, and relevant government agencies. The contractor will make an overview of existing legislation and regulations which affect tourism development in the region;
3. Conduct mapping of the work (projects) undertaken by various national and international organizations to support the tourism industry and protected areas development of Ajara AR;
4. Analyze tourism trends and make projections for future international and domestic visitors' arrivals, accommodation capacities as well as overall contribution to the tourism sector at the national and local levels;
5. Identify issues, sectoral priorities as well as activities that relevant agencies, including the local government units and private sector should be engaged in and implement to achieve the full potential of an integrated approach to tourism development in Mt. Mtirala and Village Korolistavi;
6. Prepare materials, present findings and facilitate stakeholder discussion during consultations and meetings;
7. Organize one stakeholder's workshop to validate the findings of the baseline report.

Elaboration of Mt. Mtirala and Village Korolistavi development Master Plan and respective Action Plan

8. Evaluate all aspects of the cultural and natural heritage of Mt. Mtirala and village Korolistavi with recommendations for their enhancement as tourist attractions;

9. Evaluate the tourism products including preparation of a detailed inventory and assessment of the landscape's potential tourism products (cultural, natural, historical, ecotourism, rural, adventure and special interest tourism resources) and assess their market appeal with respect to international, regional and domestic tourists. Prioritize areas for development and determine what measures need to be taken to ensure that the tourism offer in the region is brought up to international standards;
10. Identify locations/destinations (with potential tourism value, based on a predefined set of criteria) along the Mt. Mtirala and village Korolistavi territory that are suitable for construction and development of recreational areas; propose interventions including tourist trails and viewing platforms; Make recommendations for the development of these areas;
11. Propose and discuss with the relevant stakeholders a business model including private sector engagement to operate the suggested recreational facilities;
12. Identify the infrastructure needs in the targeted areas (Mt. Mtirala and village Korolistavi), inter alia road infrastructure, bridges, water supply, sanitation, and power;
13. Develop a tourism awareness programme to highlight socio-economic importance of tourism and the positive impact it can have on local society especially in terms of employment opportunities for women and youth.
14. Prepare basic architectural design and BoQ for the proposed infrastructure components.
15. Draft the medium-term (3 years) action plan for all proposed interventions including interventions for rehabilitation of infrastructure, solid waste management, institutional and legal arrangement and protection and conservation of flora and fauna with budget and timeframe;
16. Prepare and submit the draft Master Plan;
17. Organize at least one stakeholder's workshop to discuss and validate the draft Master plan and Action plan allowing sufficient time for collecting feedback and revision as needed;
18. Finalize Mt. Mtirala and Village Korolistavi development Master Plan and Action Plan;
19. Prepare the summary report describing the whole process, related challenges, highlight lessons learned in order to create the basis for replicability of the case to other areas.

All activities should be implemented in the participatory manner. As mentioned above at least 2 workshops should be held with the engagement of wider range of stakeholders (Relevant ministries and state agencies, local authorities, donor organizations and CSOs). One workshop should be held for validation of the results of the scoping phase. The second workshop should be held to present draft Development Master Plan and Action Plan. Other technical meetings should be conducted as needed.

3. Duration of work

The work should be finalized within 135 calendar days after signing the contract. The implementation period of the activities is End of July 2019 – Mid-December 2019.

4. Location of work

Georgia, Ajara AR (Batumi, Kobuleti, Khelvachauri and Keda Municipalities).

5. Deliverables

During the above-mentioned period, the contractor shall produce and complete the following deliverables:

	Deliverable	Timing
1	An updated detailed work plan of the assignment	August, 2019
2	A baseline information report that includes reports on desk study results and field trip findings provided. 1 st validation workshop delivered.	September, 2019
3	Draft Master Plan and respective Action plan for Development Mt. Mtirala and Village Korolistavi; (Please See proposed structure of the Document in Section B of the TOR) 2 nd validation workshop delivered.	November, 2019
4	Minimal Architectural Drawings of the Infrastructure Projects to be Implemented (with 3D renders) and cost calculations (BoQ) of the Infrastructure Project provided.	December, 2019
5	Drafts for marking tourist routes and trails (please see Annex C of the TOR Guidelines for Marking tourist Routes and trails).	December, 2019
6	Final Documents on Mt. Mtirala and Village Korolistavi development and summary report on the implemented activities, including lessons learned.	December, 2019

Deliverable 1 should be submitted in English. Deliverable 2 and 3 should be submitted in Georgian and in English. Deliverable 4 should be submitted in Georgian. For the deliverable 5 please see Section C of the TOR. Deliverable 6 should be submitted in Georgian and in English.

The Service Provider must provide names and qualifications of the key personnel that will perform the services as referenced in Annex 2 Section C.

	Key Personnel	Period of Engagement
1	Team Leader	60
2	Expert in Eco-Tourism	50
3	Business Analyst	30
4	Civil Engineer	35
5	Architect	30
6	Tourist Routes/ Trails Specialist	35
7	Graphic Designer	30
8	Maximum two other additional staff if deemed appropriate by the contractor	

6. Eligibility Criteria

Evaluation and selection of the most responsive proposals

Evaluation and selection of the most responsive proposals will be conducted through applying the Combined Scoring Method, using the 70% - 30% distribution for technical and financial proposals, respectively.

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

Annex 4 Section A

Description of the Mt. Mtirala and Village Korolistavi

Mtiral National Park is considered one of the most important protected areas in the Autonomous Republic of Ajara, which was visited by more than 50,000 visitors only in 2017. Its total area consists of 15698.8 ha, which is very rich in biological diversity (both flora and fauna). Mtirala NP is located between Municipalities of Kobuleti, Khelvachauri and Keda. The Administrative building is located in Chaqvi, while visitors center in the village Chaqvistavi, which is 15 km away from the administrative center. Currently, there are only 2 tourist routes arranged in the National Park both from the side of Village Chakvistavi.

The Khelvachauri segment of Mtirala National Park and the territory adjacent to the Village Korolistavi and Mountain Mtirala currently are not developed for tourism. Mt. Mtirala is located in 22 km away from Batumi city. The road goes through the Ortabatumi community, village Korolistavi is the closest settled area to the National Park. The distance from the Village to the National Park is 11 km.

Strengths of Mt. Mtirala and Village Korolistavi, as a new tourist destination are the following:

- Mt. Mtirala is located on the territory of the National Park;
- The community residing near the National Park (in Village Korolistavi) is motivated and willing to be engaged in tourism and hospitality business;
- Mt. Mtirala is distinguished with its unique microclimate, with the highest amount of precipitation in Europe (with annual precipitation of 4500 mm).
- It is possible to develop circular pedestrian routes and to connect the Mtirala National Park with the other National Park and tourist trails in the Adjara Region;
- It is possible to turn the Mt. Mtirala and Village Korolistavi into a tourism product that can be visited throughout four seasons;
- Mt. Mtirala was functioning as a tourist and camping site during the Soviet Union;
- The AR government, the Agency of Protected Areas of Georgia and the Department of Tourism and Resorts of Autonomous Republic of Ajara support and are involved in the process of the development of Mt. Mtirala as a tourist site;
- In addition, the Administration of the Mtirala National Park is involved in developing the project and the idea; Tourism Products Development Agency, local community members and other related organizations are involved as well.

There is already a special spot designated on the mountain where it is possible to arrange a tourist shelter and various activities and infrastructure related to ecotourism. It is possible to arrange a cable car road from Village Korolistavi to Mt. Mtirala, and to arrange a special bike track on the 11-km trail in the National Park for those who are fond of ecotourism and for nature travelers.

Mt. Mtirala is distinguished with heavy precipitation and snow in winter, which allows for developing it as a winter tourism product.

Development of Mt. Mtirala will facilitate development of the community living in Ortabatumi (8 villages) and especially that of Village Korolistavi, which is located at the entrance of the National Park. There are approximately 280 households in the Village Korolistavi. They produce citrus in this village as well as hazelnuts and do beekeeping and trout farming. The rural community members get most of their income from beekeeping.

It is possible to develop several circular tourist trails from Mt. Mtirala and connect them to the existing main tourist trail near Village Chakvistavi as well as to connect them to Keda Municipality through Village Agara and Zundaga and to connect them to Matchakhela National Park.

It is possible to arrange several bike tracks of various complexity. It is also possible to arrange a bike route from Batumi to the Park. In case of arranging a cable car road, it shall be possible to take a bike in the cable car and bicycling down on the bike track.

Mt. Mtirala was used as a tourist camping and resort spot. It was known as Tsiskari Camp and was very popular as a resort place because of the climate. There were small cottages made of wood and there were stadiums arranged some of which still exist. There is water on Mt. Mtirala and there is still an open water reservoir. There is a road from Village Korolistavi to Mt. Mtirala, which was arranged during the Soviet Period (though it is damaged).

Developing Mt. Mtirala and Korolistavi into a tourism product will create still another interesting tourism product in the region. Given the proximity of Mt. Mtirala to Batumi, it will become one of the most attractive locations for tourists visiting Batumi and for those who are fond of the gorgeous views, four-season accessibility, and for those who simply like to walk in the nature.

Proposed structure of the Document to be elaborated

The Development Master Plan for Mt. Mtirala and Village Korolistavi shall consist of the following Chapters (a non-inclusive list):

1. Introduction;
2. Description of the Area;
3. Long-term Goals of the Area Development;
4. Situation Analysis;
5. The Tourism Product Development;
6. The Tourist Infrastructure;
7. The Area Development Programs;
8. The Legislative and Institutional Framework of the Area;
9. The Agencies Involved and Partner Organizations;
10. Progress Evaluation and Monitoring of the Implementation of the Area Development Plan;
11. Annexes to the Area Tourist Development Plan;
12. The 3-Year Action Plan of Development Master Plan of the Area.

a) Introduction – it shall consist of the following subsections:

- The Goal the Tourism Development Plan of the Area;
- The Scope of the Area Development Plan, the Territory under the Tourist Development Plan;
- The Process, Researches, and Methods for Development of the Area Tourism Development Plan;
- Making Changes and Updating the Area Development Plan.

b) Description of the Area – it shall consist of the following subsections:

- Brief review of the area including the information on the size of the area, location and physical and geographical conditions (including hydrology, geology, climate and landscape);
- Description of the natural resources, and agricultural activities in the area and biodiversity of the protected segment of the area;
- Information on the land ownership of the area under the Tourism Development Plan (e.g. ownership, the right to lease, natural resources development licenses) and the natural resources usage in the protected areas of the Mtirala National Park;
- Tourist and recreational value of the area;
- Historical and cultural and other values of the area and their importance in the traditional activities and sustainable use of the natural resources.

c) Long-term goals of the development of the area

The long-term goals of the area development shall describe the conditions to be achieved by the Area Tourism Development Plan in 20-25 years.

d) Situation Analysis

The situation analysis shall describe the current situation on the area taking into consideration the main values and the long-term development goals of the area contained in the descriptive part. It shall also identify the problems and opportunities on which the area development programs and action plan shall be focused.

e) The Tourism Product Development – it shall contain the following subsections:

- Main directions and types of tourism for the area;
- The concept of Mt. Mtirala as a concept for main tourism product;
- Tourist routes, diversification and connecting the routes with the neighboring municipalities, and with Batumi as well as with other tourist routes of Mtirala National Park;
- Other tourism products: festivals, monuments, intangible cultural heritage, culinary, etc.

- Project for marking of tourist routes; (See Section C for the instructions and details for preparing marking project);
- Positioning and marketing of the tourism product;
- Getting the community interested and enhance the benefits from the tourism.

f) Tourist Infrastructure – it shall consist of the following subsections:

- The municipal engineering and development plan (including, the area construction intensity coefficients, maps of the construction area, buildings location layouts, allowable parameters for new constructions (their scope, height, spatial and design specification, materials, façade, etc.));
- An infrastructural model (including designs and 3D versions) matched to the natural and ecological environment of the area;
- The main tourist infrastructure (e.g. cottages, resting spots, food facilities, entertainment facilities, educational spaces, Visitors' Center, parking and other infrastructure necessary for smooth functioning of the area);
- Electricity, underground communications and other utility networks;
- Transport.

g) The Area Development Programs – they shall contain the program descriptions, program goals, related indicators, and strategic measures.

- Tourist infrastructure;
- Tourism;
- Marketing and promotion;
- Security and protection of environment;
- Managing the area.

h) The Legislative and Institutional Framework of the Area – it shall include:

- Collect and review the data from the legal acts, legal regimes and sub legislative acts;
- The legislative framework for management and challenges, if any;
- Review the data from the existing municipal engineering documents;
- Mt. Mtirala is located on the Kelvachauri section of the territory of Mtirala National Park. Village Korolistavi is a village within the Kelvachauri Municipality. Circular tourist routes may be connected to Kobuleti as well as to Keda and Kelvachauri Municipalities. It is important that when working on the Area Development Plan both the infrastructural and the conceptual part of the area development be coordinated and agreed with every Municipality concerned as well as with the Agency of Protected Areas and with the administration of the Mtirala National Park.

i) The Agencies Involved and Partner Organizations. This chapter shall include all partner organizations and agencies involved both in developing the area development plan as well as in the process of its implementation and shall set out their responsibilities, obligations and the type of support they can provide.

j) Progress Evaluation and Monitoring of the Implementation of the Area Development Plan – it shall include the progress evaluation and monitoring of the implementation of the area development plan and frequency of reporting with the person/organization responsible for implementation indicated as well as measurable criteria for evaluating the progress of the Programs.

k) Annexes to the Area Development Master Plan – the Area Development Plan shall include all important drawings, statistics, researches, maps, designs, architectural drawings, which will be developed under the project of the Area Development Plan.

Annex 4 Section C

Guidelines for Marking Tourist Routes/trails

The marking project should include research of circular tourist routes connecting Mountain Mtirala with various municipalities (Kobuleti, Keda, and Khelvachauri), identification of optimal routes, marking would be locations for signs and information boards as well as suggestion of recommendations for infrastructure necessary for the routes.

1. The report under the routes marking project should be submitted electronically and hard copies as well in the format agreed with Implementing Partner of UNDP and shall include:

- a) Identification and diversification of optimal routes;
- b) Recommendation for marking the routes as well as information regarding additional minimal infrastructure (pedestrian bridges, camping infrastructure, safety structures);
- c) Detailed description of the routes for each day (both directions) and information of the distance covered and tourist sites;
- d) Identification, mapping and individual description of tourist sites (cultural and nature monuments, lakes, waterfalls, canteens and lodging facilities, camping sites, herders' facilities, potable water facilities, cellular connection areas, etc.);
- e) List of locations for arrangement of picnic/shelter infrastructure along the routes;
- f) Classification of the route by difficulty (using 3-grade system). Also, additional information regarding means of transportation on the routes (horse, car, 4x4);
- g) Comprehensive GPS track of the routes with locations of tourist sites (cultural and nature monuments, lakes, waterfalls, canteens and lodging facilities, camping sites, herders' facilities, potable water facilities, cellular connection areas, etc.), signs and information boards indicated (additional details will be agreed with the procuring agency);
- h) Photo and video material of the routes classified by each route, sites and sequence on the route. Photos of concrete locations for pillars shall also be submitted and direction of the sign should be indicated on the photo;
- i) Topographic map (file) of individual routes, grouped routes (by Municipalities) and aggregate routes, which should be ready for printing at a printing-house;
- j) Conduct meetings with population during the research and prepare report (stakeholder analysis) on the bases of their notes, ideas and suggestions (with regard to development of tourist products locally).

2. The marking project should include the following:

- a) Design of the boards and signs, respective drawings, quantities, distance and materials;
- b) Coordinates for the locations for the boards and signs;
- c) Mapping coordinates of the boards and signs for each route;
- d) Description of materials for the boards and signs;
- e) Installation terms for the boards and signs;
- f) Volume and content of information to be put on the boards in three languages;
- g) Design of the pillars for the boards and signs, with respective drawings, quantities, materials and technical description of works for their installation;
- h) Cost estimate for production and installation of the boards and signs.

3. The report of the marking project should be submitted as a table (in xs format) in the form agreed with the procuring agency. The table should contain numbering of the signs by routes (with respective dots on the project map and photos), content of the text, location on the route and direction.

4. Maps of the routes should contain the following details:

General geographic basis:

1. Relief shade model (only for the required locations);
2. Hydrological network (rivers, lakes, water reservoirs, etc.);
3. Roads network (all types of roads on the territory);
4. Ground cover (forest, bushes, gardens and vineyards and outline of settlements);
5. Mountain peaks and elevations.

Tourist sites:

1. Architectural monuments (churches, monasteries, castles, historic towers, etc.);
2. Archeological monuments;
3. Recreation, entertainment and resting facilities (museums, galleries, etc.);
4. Various service facilities (hotels, canteens, groceries, healthcare facilities, banks, retail stores, etc.);
5. Transport infrastructure (land transport stations);
6. Facilities of state importance (police, city hall, etc.);
7. Tourism information centers.

Further information:

1. The maps should be prepared in Georgian, English and Russian languages;
2. The maps should be prepared for individual routes, municipalities and whole region;
3. Scale of the map should be agreed with the procuring agency based on the route's distance and area;
4. The maps should be delivered in the following formats: Indesign and PDF as well as Shapefile; hardcopies – 2 copies of each map;
5. Similar types of facilities in electronic files of maps should be grouped in a way to easily turn it on and off;
6. The map should have a legend, indicated scale and data frame;
7. Geographic coordinates and names of the facilities to be shown on maps and additional information. Accuracy of this information should be checked with representatives of local municipalities within their competence – with written confirmation;
8. Each stage of preparation of maps should be agreed with NNLE "Tourist Products Development Agency" and their requirements shall be considered;
9. Photo and video materials should be delivered with consideration of the following requirements:

Photos should be taken of existing cultural and natural objects. Several photos shall be taken by a professional from different angles and at least on panoramic photo (if available). Photos should be of maximum quality, in JPG format, RGB. The image should have minimum 12 megapixels; photo should be taken using semi-professional or professional camera. Edited versions of the photos should be submitted, ready to be published on website, printed or used in video slideshow.

Video material should reflect the process of going through each route (beginning, end and crucial points).

A Complete report of the research should be agreed with respective Municipality. Electronic version and hard copies of the report prepared based on the research should be submitted in the format agreed with procuring agency and it should contain marking and research report for all three routes.

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Qualifications of the Service Provider	30%	300
2.	Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule	30%	300
3.	Management Structure and Key Personnel	40%	400
Total			1000

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

Technical Proposal Evaluation Form 1		Sub-score	Points obtainable
Qualifications of the Service Provider Firm/Organization and Financial Capacity			
1.1	Financial stability		100
	Certificate of no debts towards budget (minimum requirement)	30 points	
	Bank letter for the last 3 years evidencing the annual turnover of the organization no less than USD 120,000.00 (USD 120,000.00 per year is a minimum requirement)	40 points	
	Bank letter for the last 3 years evidencing the annual turnover of the organization more than USD 120,000.00 (10 points for every additional \$10,000.00, but no more than 30 points)	70 points	
1.2	Reputation of the Organization		50
	At least one letter of recommendation from previous similar assignments as those required by this RFP (minimum requirement)	30 points	
	More than one recommendation letter from previous similar assignments as those required by this RFP	50 points	
1.3	Quality assurance procedure		50
	Quality assurance procedure (minimum requirement)	50 points	
1.4	Relevance of Specialized Knowledge		100
	At least 4 years of experience in the field of eco-tourism development or related field (minimum requirement)	60 points	
	More than 4 years of experience in eco-tourism development or related field (10 points for every additional 1 year, but no more than 40 points)	100 points	
	Total for the Expertise of Firm / Organization		300

Technical Proposal Evaluation Form 2		Sub-score	Points Obtainable
Proposed Methodology and Work Plan			
2.1	To what degree does the Proposer understand the task?		20
	Fair understanding of the task (minimum requirement)	10 points	
	Full understanding of the task	20 points	
2.2	Have the important aspects of the task been addressed in sufficient detail?		30
	Addressed in fairly sufficient details (minimum requirement)	20 points	
	Addressed in sufficient details	30 points	
2.3	Is the methodological framework proposed appropriate for the task?		50
	Fairly adopted (minimum requirement)	40 points	
	Completely adopted	50 points	
2.4	Is the scope of task well defined and does it correspond to the TOR?		100
	Fairly corresponds (minimum requirement)	70 points	
	Completely corresponds	100 points	
2.5	Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		100
	Fairly clear proposal with some element of logical and realistic planning and a work plan (minimum requirement)	70 points	
	Clear proposal with sound, logical and realistic planning and a work plan	100 points	
	Total of Methodology and Implementation Schedule		300

Technical Proposal Evaluation Form 3		Sub-Score	Points Obtainable
Management Structure and Key Personnel			
1	Team Leader		60
	Qualification		
	At least 5 years of experience in environmental protection and/or eco-touristic service development (minimum requirement)	40 points	
	More than 5 years of experience in environmental protection and/or eco-touristic service development (5 points for every additional 1 year, but no more than 20 points)	20 points	
2	Expert in Eco-Tourism		70
	Qualification		
	At least 7 years of experience in ecotourism and/or sustainable tourism development (minimum requirement)	50 points	
	Experience in ecotourism development at international level and knowledge of international best practices in eco and/or sustainable tourism development will be an asset	20 Points	
3	Business Analyst		50
	Qualification		
	At least 5 years of experience in financial analysis, business diagnostics and reporting (minimum requirement)	30 points	
	Experience in eco-tourism and/or hospitality related financial analysis will be an asset	20 points	
4	Civil Engineer		60
	Qualification		
	At least 5 years of experience in planning, design, and research on construction and/or rehabilitation of community-based infrastructure (minimum requirement)	40 points	
	Experience in road engineering will be an asset	20 points	
5	Architect		60
	Qualification		
	At least 7 years of experience in developing architectural design documentation (minimum requirement)	50 points	
	Experience in ethnography will be an asset	10 points	
6	Tourist Routes/Trails Specialist		60
	Qualification		
	At least 5 years of experience in markings and sign-postings of tourism routes (minimum requirement)	50 points	
	Experience in mapping with geographic information system will be an asset	10 points	
7	Graphic Designer		40
	Qualification		
	At least 3 years of experience in graphic design (minimum requirement)	20 points	
	More than 3 years of experience in graphic design (10 points for every additional 1 year, but no more than 20 points)	20 points	
	Total for the Management Structure and Key Personnel		400

Financial Proposal Form

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

Any estimates for cost-reimbursable items should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

D. Cost Breakdown per Deliverables*

	Deliverables [as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Price in GEL (Lump Sum, All Inclusive)
1	A baseline information report that includes reports on desk study results and field trip findings provided. 1 st validation workshop delivered	20%	
2	Draft Master Plan and respective Action plan for Development Mt. Mtirala and Village Korolistavi (please see proposed structure of the document in Section B of the TOR); 2 nd validation workshop delivered	30%	
3	Minimal Architectural Drawings of the Infrastructure Projects to be Implemented (with 3D renders) and Cost Calculations (BoQ) of the Infrastructure Project provided	20%	
4	Drafts for Marking Tourist Routes and trails (Please see Annex C of the TOR Guidelines for Marking tourist Routes and trails)	10%	
5	Final documents on Mt. Mtirala and Village Korolistavi development and summary report on the implemented activities incl. lessons learned	20%	
	Total	100%	

**Basis for payment tranches*

E. Cost Breakdown by Cost Component:

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

Description of Activity	Fee	Period of Engagement (days*)	No. of Personnel	Total in GEL
I. Personnel				
Team Leader		60	1	
Expert in Eco-Tourism		50	1	
Business Analyst		30	1	
Civil Engineer		35	1	
Architect		30	1	
Tourist Routes/ Trails Specialist		35	1	
Graphic Designer		30	1	
Other professional team (Maximum two personnel) if deemed appropriate by the contractor to fulfill the requirements of the TOR**			0-2	
Subtotal				
II. Other Related Costs***, such as				
Transportation costs for personnel				
Batumi				
Kobuleti				
Kelvachauri				
Keda				
Subtotal				
Accommodation costs for personnel (incl. per diem)				
Batumi				
Kobuleti				
Kelvachauri				
Keda				
Subtotal				
Venue rental per workshop day		2		
Translation costs (if necessary)				
Other please specify with relevant justification				
Total				

Note:

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

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

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