REQUEST FOR PROPOSAL (RFP)

UNDP Georgia Project Improving Rural Development in Georgia/ENPARD3	DATE: July 31, 2020 REFERENCE: 00101419

Dear Sir / Madam:

We kindly request you to submit your Proposal for **providing support in elaboration of detailed training curriculum and conducting trainings in Quality Assurance for Energy Efficiency and Renewable Energy Installations.**

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

Proposals may be submitted on or before 16:00 PM, Friday, August 21, 2020 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

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

Bear the name and address of the bidder;
Be addressed to UNDP;
Bear a warning that states "*Not to be opened before the time and date for proposal opening*".

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Nodar Kereselidze
National Project Manager
31/07/2020

Annex 1

Description of Requirements

Context of the Requirement	Within the framework of the third phase of ENPARD (ENPARD III), UNDP Georgia is implementing the project "Improving Rural Development in Georgia" (IRDG). Its main purpose is to promote inclusive and sustainable growth and development and creating employment and livelihoods in rural Georgia. The IRDG project will contribute to the overall objective of ENPARD III by supporting, among others, rural economic diversification and the improvement of environment, sustainable management of natural resources and climate action. The project's activities will be carried out at national level and focus at local level on 8 target municipalities. It will continue until December 2022. One of the objectives of the IRDG project is to improve energy efficiency (EE) and enhance the application of renewable energies (RE) in rural households and business. To achieve this objective, direct financial support and incentives will be provided to local households and businesses to undertake energy efficiency improvements and increase the use of renewable energy sources. In so doing, the project focuses on heat/cooling (i.e., insulation and provision of heat/cool through renewable energy). IRDG has contracted the Georgian Technical University (GTU) to identify typical rural houses and their insulation requirements, and to identify, test and recommend the best suited EE/RE solution for the principle housing types and climate zones of the 8 target municipalities of IRDG: Akhalkalaki, Borjomi, Dedoplistskaro, Kazbegi, Keda Khulo, Lagodekhi and Tetritskaro. It has also provided drafts on producing those solutions.
Implementing Partner of UNDP	Ministry of Environmental Protection and Agriculture of Georgia. Local self-government bodies.
Brief Description of the Required Services	The overall objective of the services is to elaborate a detailed curriculum for the training in Quality Assurance for Energy Efficiency and Renewable Energy Installations, test it and train at least 16 persons representing all target municipalities. An additional demand for the curriculum is to identify income generating opportunities for the trainees and train them as well in these aspects. The construction and installation cost performed by providers of EE/RE technologies need to comply with minimal quality requirements. This is an important prerequisite for both, the payment to the provider through UNDP, as well as the reputation of the technologies in the market.
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	"Improving Rural Development in Georgia" National Project Manager "Improving Rural Development in Georgia" Project Technical Leader
Frequency of Reporting	*Upon deliverables, as per Annex 4 - TOR*
Progress Reporting Requirements	Upon deliverables, as per Annex 4, ToR
Location of work	Georgia
Expected duration of work	Up to 100 calendar days after signing the Contract
Target start date	Mid-August 2020

<table>
<tr><td>Latest completion date</td><td>30 November 2020</td></tr>
<tr><td>Travels Expected</td><td>Please refer to Annex 4 – Terms of Reference (ToR), Scope of Work.</td></tr>
<tr><td>Special Security Requirements</td><td>☒ N/A</td></tr>
<tr><td>Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)</td><td>☒ Others N/A</td></tr>
<tr><td>Implementation Schedule indicating breakdown and timing of activities/sub-activities</td><td>☒ Required</td></tr>
<tr><td>Names and curriculum vitae of individuals who will be involved in completing the services</td><td>☒ Required

Refer to Annex 2 – Section C – Qualifications of Key Personnel.</td></tr>
<tr><td>Currency of Proposal</td><td>☒ GEL</td></tr>
<tr><td>Value Added Tax on Price Proposal</td><td>☒ must be exclusive of VAT and other applicable indirect taxes</td></tr>
<tr><td>Validity Period of Proposals (Counting for the last day of submission of quotes)</td><td>☒ 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.</td></tr>
<tr><td>Partial Quotes</td><td>☒ Not permitted</td></tr>
<tr><td>Payment Terms</td><td>
<table>
<tr><th>Outputs</th><th>%</th><th>Timing</th><th>Condition for Payment Release</th></tr>
<tr><td>Work plan including planned activities and implementation timeline.</td><td>20</td><td>24 Aug 2020</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>Report on identified demands and potential income generating activities. Outline of key objectives and learning approach (tasks 1 to 7). Obtain approval from IRDG.</td><td>20</td><td>24 Sep 2020</td></tr>
<tr><td>Report with curriculum incl. evaluation and support/equipment requirements (tasks 8 to 12).</td><td>20</td><td>5 Oct 2020</td></tr>
<tr><td>Report on testing of curriculum incl. required training material development and revision/improvement (tasks 13-16).</td><td>20</td><td>15 Oct 2020</td></tr>
<tr><td>Participants’ selection and training implementation,</td><td>20</td><td>30 Nov 2020</td></tr>
</table>
</td></tr>
</table>

	reporting on the training and the whole assignment (tasks 17-22).
Person(s) to review/inspect/ approve completed services and authorize the disbursement of payment	"Improving Rural Development in Georgia" National Project Manager
Type of Contract to be Signed	☒ Contract for Professional Services
Criteria for Contract Award	☒ 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%. **Detailed breakdown of points obtainable is provided in Technical Proposal Evaluation Form - Annex 5.** ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	**Technical Proposal (70%)** ☒ Qualifications of the Service Provider 30 % ☒ Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule 30 % ☒ Management Structure and Qualifications of Key Personnel 40 % **Financial Proposal (30%)** To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.
UNDP will award the contract to:	☒ One or only one Service Provider.
Annexes to this RFP	☒ Form for Submission of Proposal (Annex 2) ☒ General Terms and Conditions / Special Conditions (Annex 3) ☒ Detailed TOR (Annex 4) ☒ Technical Proposal Evaluation Form (Annex 5) ☒ Financial Proposal Form (Annex 6)
Contact Person for Inquiries (Written inquiries in English only)[1]	Ivane Shamugia, "Improving Rural Development in Georgia", Capacity Development Adviser. E-mail: ivane.shamugia@undp.org 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.

[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.*

Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
Other Information *[pls. specify]*	N/A

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery[2])

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 Organization 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 description of list of clients, contract scope, contract duration, contract value, contract references;

1b. At least 5 years of a proven track record in promoting and disseminating knowledge in the field of energy efficiency (EE) and renewable energies (RE) **(minimum requirement)**;
2b. At least 3 years of experience in planning and/or conducting learning and knowledge promotion activities **(minimum requirement)** with training experience in either one of the following or directly related fields: energy auditing, renewable energy, energy efficiency or any thermal analysis being a strong asset.

c) Letters of recommendation;
1c. 2 letters 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:

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

1e. Bank letter evidencing financial turnover for the last 3 years. Minimum required annual turnover is USD 50,000 per year and a bank requisite **(minimum requirement)**;

f) 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;

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, 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 project coordination, curriculum development and training experience **(minimum requirement);**

(2) **Expert 1 (Energy Efficiency and Renewable Energies)** with at least 3 years of professional experience in either two of the following or directly related fields: energy auditing, any thermal analysis or installation of RE/EE technologies provided to households or businesses **(minimum requirement)**;

(3) **Expert 2 (SME Sector, Local Economic Development)** with at least 3 years of professional experience in business management, business finance related work or specialized in dealing with rural households and business development **(minimum requirement)**;

(4) Trainer (Training facilitator) with at least 3 years of practical experience in RE/EE technologies, trainings or coaching provided to households or businesses **(minimum requirement)**;

(5) One additional staff 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]

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(F O R C O N T R A C T S L E S S T H A N U S $ 5 0 , 0 0 0)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. **LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

   1.1 Pursuant, *inter alia,* to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

   1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. **OBLIGATIONS OF THE CONTRACTOR:**

   2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

   2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

   2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. **LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

   3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

   3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's

security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. **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.

10. **SUBCONTRACTING:** 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.

11. **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 worker'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.

12. **INSURANCE AND LIABILITY**:

12.1 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.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 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.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. **ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work

done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. **EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR**: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. **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:

17.1 The Recipient shall:

17.1.1 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*,

17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

17.2 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser's prior written consent; *and*,

17.2.2 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:

17.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

17.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 The Contractor may disclose Information *to the ext*ent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances,

including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1, 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. 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") and Article 34 ("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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, postpayment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action

in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. **STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. **OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. **CHILD LABOR**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. **MINES**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. **SEXUAL EXPLOITATION:**

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Annex 4

Terms of Reference (ToR)

Elaboration of detailed training curriculum and conducting trainings in Quality Assurance for Energy Efficiency and Renewable Energy Installations

1. Background

The European Union (EU) signed an Association Agreement (AA) with Georgia in June 2014, aiming to deepen political and economic relations and to gradually integrating Georgia into the EU's internal market. It entails the creation of a Deep and Comprehensive Free Trade Area (DCFTA) between both parties. Under Article 333 of the Association Agreement (Cooperation between the Parties in the field of agriculture and rural development), there is a provision for facilitating the mutual understanding of agricultural and rural development policies. To support Georgia improving rural development, the EU launched its European Neighborhood Programme for Agriculture and Rural Development (ENPARD) in Georgia.

Within the framework of the third phase of ENPARD (ENPARD III), UNDP Georgia is implementing the project "Improving Rural Development in Georgia" (IRDG). Its main purpose is to promote inclusive and sustainable growth and development and creating employment and livelihoods in rural Georgia. The IRDG project will contribute to the overall objective of ENPARD III by supporting, among others, rural economic diversification and the improvement of environment, sustainable management of natural resources and climate action. The project's activities will be carried out at national level and focus at local level on 8 target municipalities. It will continue until December 2022.

One of the objectives of the IRDG project is to improve energy efficiency (EE) and enhance the application of renewable energies (RE) in rural households and business. To achieve this objective, direct financial support and incentives will be provided to local households and businesses to undertake energy efficiency improvements and increase the use of renewable energy sources. In so doing, the project focuses on heat/cooling (i.e., insulation and provision of heat/cool through renewable energy). IRDG has contracted the Georgian Technical University (GTU) to identify typical rural houses and their insulation requirements, and to identify, test and recommend the best suited EE/RE solution for the principle housing types and climate zones of the 8 target municipalities of IRDG: Akhalkalaki, Borjomi, Dedoplistskaro, Kazbegi, Keda Khulo, Lagodekhi and Tetritskaro. It has also provided drafts on producing those solutions.

IRDG broadly follows three approaches in parallel:

- Promotion and dissemination of pro-poor EE/RE solutions that can be cheaply produced locally or each rural household can do itself.
- Promotion and distribution of pro-poor EE/RE solutions that could also be locally produced and provided or sold very cheaply to rural households, thus creating/maintaining jobs at local level and supporting the poor.
- Development of rural markets for more advanced EE/RE solutions.

Promotion will be done through a large promotional campaign as well as through the establishment of EE/RE demonstration sites.

The construction and installation cost performed by providers of EE/RE technologies need to comply with minimal quality requirements. This is an important prerequisite for both, the payment to the provider through UNDP, as well as the reputation of the technologies in the market.

It is therefore foreseen to qualify interested rural and urban people to conduct quality checks of the EE/RE installations in form of energy auditing. This auditing shall be done for every individual insulation work and for every installation of a RE equipment. For the production of RE equipment only a random quality check of the products is required. Quality checks for the following technologies are envisaged:

1. Wall, attic and roof insulation with stone wool (2 thicknesses);
2. Wall, attic and roof insulation with an alternative high-quality material (2 thicknesses);
3. Wall, attic and roof insulation with reed or cane;
4. Up to 2 different, industrially produced solar water heaters;
5. Up to 3 different, simple solar water heaters;
6. Up to 2 different, industrially produced solar air heaters;
7. Up to 6 different, simple solar air heaters, one of which transportable;
8. 2 simple heat storage system, one of which transportable;
9. At least 1 transportable air-to-air heatpump;
10. Up to 2 simple cooling systems;
11. Up to 2 simple insulation systems for keeping products cool during storage and transport;
12. Producing of dry ice;
13. Running cold storage and transport based on dry ice.

2. Scope of work

The overall objective of the services is to elaborate a detailed curriculum for the training in Quality Assurance for Energy Efficiency and Renewable Energy Installations, test it and conduct the training. The consultant will work under the direct supervision of the Environmental Coordinator, backed by the the National Project Manager and the Project Technical Leader of “Improving Rural Development in Georgia” Project.

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

1. Study the goals and approach of IRDG to developing a rural market for EE/RE.
2. Study the material provided by GTU within the framework of a Letter of Agreement related to the identification, testing and approval of specific EE/RE technologies and other UNDP/IRDG contracted consultants related to this field and provide feedback, if required.
3. Identify the potential (primarily) rural demand for quality control of EE/RE installations of Households and businesses.
4. Identify additional demands in rural areas for the dominant skills that will be acquired in the training, that could generate income for them. This shall be conducted first as a desktop research, analyzing relevant material to be obtained by the consultant(s), followed by key informant interviews in at least 4 of the 8 IRDG municipalities. Three such skills that could generate market demand and are in principle foreseen by IRDG as potential market are:
    a. the assessment of needs prior to contracting or purchasing RE/EE (e.g., which are the most useful technologies, how many sqm need to be purchased, what are the preparatory tasks that still have to be done);
    b. the physical preparation of walls and roofs for the installation of insulation materials (e.g., closing of cracks, smoothening of walls); and,
    c. more generally, the application of simple EE or RE methods (e.g., caulking, window films).
5. Based on the above, identify the learning objectives

   a. to be able to evaluate the quality of the performed work supported through IRDG (key objective);
   b. to conduct the other identified tasks and opportunities, incl. marketing and basic business skills.
6. Identify the best suited learning approach. Any learning approach should take COVID-19 into account and that potential participants may reside in various rural areas. A training should optimally not last longer than 4 weeks.
7. Present the results to IRDG and obtain approval.
8. Elaborate a curriculum for the learning, including learning goals.
9. Elaborate evaluation tools for measuring the effectiveness of the learned.
10. Identify, describe, quantify and reason any support material, equipment and support personnel that may be required for the training.
11. Identify and precisely describe any equipment that may be required by the trainees, once finished, to do the intended jobs. Include alternatives if applicable and if there are bigger price differences,
12. Present the results to IRDG and obtain approval.
13. Elaborate a concept for testing the curriculum. This should comprise at least 5 participants and 20% of the curriculum, both as far as possible representative.
14. Elaborate the training material required for the testing including evaluation tools to assess the effectiveness (validity and reliability) of the curriculum product
15. Determine a pilot test site (or a virtual class) and Implement the test to conduct a formative evaluation and improve curriculum and material accordingly.
16. Present the results to IRDG and obtain approval.
17. Actively support IRDG in the identification and selection of the participants. This includes, but may not be limited to, the establishment of selection criteria for participants and the participation in or responsible selection of the participants. Note that participants must cover all 8 target municipalities or municipal regions. The municipalities of Keda/Khulo and Dedoplistskaro/Lagodeekhi may be summarized into municipal regions. Note further that at least 30% of the participants should be female.
18. Prepare all required logistics for the training. Note that the training will mostly be virtual, with at least 2 physical visits to each municipality/municipal region for training on the job - in total 12 (2x6) visits. As IRDG intends to launch its voucher programme by September/early October, participants may have the opportunity to practice their skills once early in the course and once late in the course, each time coached by the trainers. Venue/concrete households will be decided by UNDP for on-the-job visits/on-site checks. Timing can be decided by the contractor. Cost for travel of participants will be covered by UNDP (if required).
19. Implement the course (at least 16 participants covering all municipalities/municipal regions, at least 30% female, mostly virtual, optimally up to 4 weeks including on-site visits).
20. Evaluate the course according to the approved criteria.
21. Identify areas of improvement and improve curriculum and materials accordingly.
22. Identify lessons learned, prepare a final report comprising daily participation log, feedback on every participant, assessment of the potentials to sustainably generate own income, and assessment of the impact/importance of each major part of the course. Present results and obtain approval by IRDG.

<u>Essential Considerations for Curriculum Development:</u>
The curriculum should systematically organize what will be taught, who will be taught, and how it will be taught with the following essential considerations:

1. **issue/problem/need** is identified (**issue – what**),
2. **characteristics** and **needs** of **learners** (**target audience - who**),
3. changes intended for learners (**intended outcomes**/objectives **– what the learners will be able to do**),
4. the important and relevant **content** (**what**),

5. **methods** to accomplish intended outcomes (**how**),
6. **evaluation strategies** for methods, content, and intended outcomes (**what works?**).

Content and Methods phase determines intended outcomes (what learners will be able to do after participation in learning activities), the content (what will be taught), and the methods (how it will be taught). Steps include:

- State Intended Outcomes - (1) a definition of intended outcomes, (2) the components of intended outcomes (condition, performance, and standards) and (3) examples of intended outcomes.
- Select Content that will make a real difference in the lives of the learners. At this point, the primary questions are: If the intended outcome is to be attained, what will the learner need to know? What knowledge, skills, attitudes, and behaviors will need to be acquired and practiced? The scope (breadth of knowledge, skills, attitudes, and behaviors) and the sequence (order) of the content are also discussed.
- Design Methods – After the content is selected, the next step is to design activities (learning experiences) to help the learner achieve appropriate intended outcomes. An experiential learning model and its components (i.e., experience, share, process, generalize, and apply)

Evaluation strategy shall include a summative evaluation process guide and a sample evaluation format shall be suggested for measuring and reporting on the outcomes.

Note, that the copyright of the approach, curriculum and all training material shall remain with UNDP.

UNDP will not provide the venue, transportation, technical set-up and other logistical arrangements needed (except in cases mentioned in the Terms of Reference). The contractor shall include all respective costs into the financial proposal.

The contractor is free to propose changes or additional thematic areas with relevant justification. Any addition to the scope of work shall be agreed with UNDP IRDG Project.

3. Duration of work

The work should be finalized within 100 calendar days (including 44 person-days for missions to the municipalities) after signing the contract. The implementation period of the activities is Mid-August 2020 – Late November 2020.

4. Location of work

Georgia with travel in the regions.

5. Deliverables

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

	Deliverable	Timing (tentative)
1	Work plan including planned activities and implementation timeline.	24 August 2020
2	Report on identified demands and potential income generating activities. Outline of key objectives and learning approach (tasks 1 to 7). Obtain approval from IRDG.	24 September 2020
3	Report with curriculum incl. evaluation and support/equipment requirements (tasks 8 to 12)	5 October 2020

4	Report on testing of curriculum incl. required training material development and revision/improvement (tasks 13-16).	15 October 2020
5	Participants' selection and training implementation, reporting on the training and the whole assignment (tasks 17-22)	30 November

Deliverables shall be submitted in Georgian and 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 (maximum number of days)
1	Team Leader	40 days
2	Expert 1 (RE/EE)	40 days
3	Expert 2 (SME, LED)	30 days
4	Trainer (Training facilitator)	40 days
	One 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 (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

Annex 5

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 (0) 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 50,000.00 **(USD 50,000.00 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 50,000.00 (10 points for every additional $20,000.00, but no more than 40 points)	70 points	
1.2	**Reputation of the Organization**		**50**
	2 letters of recommendation from previous assignments **similar** to those required by this RFP **(minimum requirement)**	40 points	
	More than two recommendation letters from previous similar assignments as those required by this RFP	50 points	
1.4	**Relevance of Specialized Knowledge**		**150**
	At least 5 years of a proven track record in promoting and disseminating knowledge in the field of energy efficiency (EE) and renewable energies (RE) **(minimum requirement)**	50 points	
	More than 5 years of a proven track record in promoting and disseminating knowledge in the field of energy efficiency (EE) and renewable energies (RE) (10 points for every additional 1 year, but no more than 20 points)	70 points	
	At least 3 years of experience in planning and/or conducting training activities in either one of the following or directly related fields: energy auditing, renewable energy, energy efficiency or any thermal analysis **(minimum requirement)**	50 points	
	More than 3 years of experience in planning and/or conducting training activities in either one of the following or directly related fields: energy auditing, renewable energy, energy efficiency or any thermal analysis (10 points for every additional 1 year, but no more than 30 points)	80 points	
	Total for the Expertise of Firm / Organization		**300**

Technical Proposal Evaluation Form 2		Sub-score	Points Obtainable
Proposed Methodology and Implementation Schedule			
2.1	To what degree does the Proposer understand the task?		**20**
	Full understanding of the task **(minimum requirement)**	10 points	
	Exceeds expectation of the task	20 points	
2.2	Have the important aspects of the task been addressed in sufficient detail?		**30**
	Addressed in fully sufficient details **(minimum requirement)**	20 points	
	Exceeds expectations in addressing details	30 points	
2.3	Is the methodological framework proposed appropriate for the task?		**50**
	Fully adopted **(minimum requirement)**	40 points	
	Exceeds expectations	50 points	
2.4	Is the scope of task well defined and does it correspond to the TOR?		**100**
	Fully corresponds (**minimum requirement)**	70 points	
	Exceeds expectations in corresponding	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**
	Fully clear proposal with some element of logical and realistic planning, including a work plan (**minimum requirement)**	70 points	
	Exceeds expectations in proposal, with sound, logical and realistic planning, incl. 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		
3.1	**Team Leader**		**100**
	Qualification		
	Team Leader with at least 5 years of project coordination, curriculum development and training experience **(minimum requirement)**	80 points	
	More than 5 years of project coordination, curriculum development and training experience (10 points for every additional 1 year, but no more than 20 points)	100 points	
3.2	**Expert 1 (Energy Efficiency and Renewable Energies)**		**100**
	Qualification		
	At least 3 years of professional experience in either two of the following or directly related fields: energy auditing, any thermal analysis or installation of RE/EE technologies provided to households or businesses **(minimum requirement)**	70 points	
	More than 3 years of professional experience in either two of the following or directly related fields: energy auditing, any thermal analysis or installation of RE/EE technologies provided to households or businesses (10 points for every additional 1 year, but no more than 30 points)	100 points	
3.3	**Expert 2 (SME Sector, Local Economic Development)**		**100**
	Qualification		
	At least 3 years of professional experience in business management, business finance related work or specialized in dealing with rural households and business development **(minimum requirement)**	60 points	
	More than 3 years of professional experience in business management, business finance related work or specialized in dealing with rural households and business development (10 points for every additional 1 year, but no more than 40 points)	100 points	
3.4	**Trainer (Training Facilitator)**		**100**
	Qualification		
	At least 3 years of practical experience in RE/EE trainings or coaching provided to household or business representatives **(minimum requirement)**	70 points	
	More than 3 years of practical experience in RE/EE fields (10 points for every additional 1 year, but no more than 20 points)	90 points	
	Experience in energy auditing will be an asset	10 points	
.	**Total for the Management Structure and Key Personnel**		**400**

Annex 6

Financial Proposal Form

Financial Proposal MUST BE COMPLETELY SEPARATE, be submitted in a sealed envelope and clearly marked on the outside as either "FINANCIAL PROPOSAL",

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	Work plan including planned activities and implementation timeline.	20%	
2	Report on identified demands and potential income generating activities. Outline of key objectives and learning approach (tasks 1 to 6). Obtain approval from IRDG.	20%	
3	Report with curriculum incl. evaluation and support/equipment requirements (tasks 8 to 12)	20%	
4	Report on testing of curriculum incl. required training material development and revision/improvement (tasks 13-16).	20%	
5	Participants' selection and training implementation, reporting on the training and the whole assignment (tasks 17-22)	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***)	Number of people	Total in **GEL**
I. Personnel				
Team Leader		max. 40 days	1	
Expert 1 (RE/EE)		max. 40 days	1	

Expert 2 (SME/LED)		max. 30 days	1	
Trainer (Training facilitator)		max. 40 days		
One additional staff if deemed appropriate by the contractor to fulfill the requirements of the TOR**			0-1	
Subtotal				
II. Other Related Costs***, such as*				
Transportation of personnel			5 (max)	
Per diem/accommodation of personnel (if required)			5 (max)	
Other related costs please specify				
Subtotal				
Total				

Note:

*UNDP strongly recommends companies to use days where possible 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 additional staff.