



## REQUEST FOR QUOTATION (RFQ) (Services)

<b>NAME &amp; ADDRESS OF FIRM</b>	<b>DATE: April 28, 2015</b>
	<b>REFERENCE:</b> Expansion and Improved Management Effectiveness of the Adjara Region's Protected Areas <b>#00088000</b>

We kindly request you to submit your quotation for **Provision of Services for Machakhela National Park Resource Inventory Baselines Studies and Mapping**, as detailed in Annex 1 (Term of Reference) of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Hard copies of quotations in sealed and stamped envelopes may be submitted on or before 18:00hrs May 18, 2015 via courier mail to the address below:

**United Nations Development Programme**  
UN House, 9 Eristavi Street  
Tbilisi 0179, Georgia  
Contact Person: Irakli Goradze, Project Manager  
***E-mail: [Irakli.goradze@undp.org](mailto:Irakli.goradze@undp.org)***  
***Telephone: 577 454 882***

**Box marked**  
**“RFQ- Provision of Services for**  
**Machakhela National Park Resource Inventory Baselines Studies and Mapping**

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Exact Address/es of Delivery Location/s (identify all, if multiple)	<b>Machakhela National Park and adjacent territories (with estimated area of 17,000 ha );. - Adjara Autonomous Republic</b>
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<i>According to Delivery schedule- project expected implemented within 7 months from the date of signature of the contract.</i>
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency : <b>GEL-Georgian Lari</b>
Value Added Tax on Price Quotation <sup>1</sup>	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, <b>Monday, May 18, 2015</b>
All documentations shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1(Terms of Reference); <input checked="" type="checkbox"/> Profile of the company-describing the nature of business, field of expertise; <input checked="" type="checkbox"/> Business licenses-An Extract from the Public Registry ; <input checked="" type="checkbox"/> Reference from Revenue Service on no debt toward budgets; <input checked="" type="checkbox"/> Detailed Bank Requisites; <input checked="" type="checkbox"/> Company Qualification record (Track Record)-List of clients indicating description of contract, scope, contract duration, contract value, contact references proving experience in conducting similar studies. Please see Annex 4. <input checked="" type="checkbox"/> CVs demonstrating qualification of personnel;

Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> Upon successful completion of deliverables (1, 2, 3, 4, 5) please see attached schedule in annex 1.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price.  -Previous experience in conducting similar studies. (Please see the form-Annex 4); -Working experience in the target region. -Working experience with Protected Areas.  - Availability of staff with corresponding education and qualification- Qualified and experience team consisting of at a minimum: (1) <b>Team Leader</b> with minimum 5 years' experience in managing/coordinating similar studies; Knowledge of target regions and protected areas; experience with international organizations; Knowledge of English language is a must. (2) <b>Key experts</b> in Protected Areas management, Forestry, Biodiversity conservation, Zoology, Botany, Physical Geography, Economics/natural resources management, GIS. General requirements for all key experts-at least 5 years of experience in relevant field(s); Knowledge of target regions and protected areas.  It is up to the service provider to propose the structure of the team and tasks division among experts, but it should be proposed clearly how the team will cover all specific tasks outlined in this ToR.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Other Type/s Contract- The Contract for Professional services.
Conditions for Release of Payment	Within thirty (30) days from the date of meeting the following conditions: a)"Expansion and Improved Management Effectiveness of the Adjara Region's Protected Areas"-project Manager's acceptance of the quality of the outputs; and b) Receipt of invoice from the Service Provider.

Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Qualification information /The list of performed projects (Annex 4) <input checked="" type="checkbox"/> Relevant extract from Ministry of Environment Protection Decree #39 (Annex 5) <input checked="" type="checkbox"/> Extract from Draft Mtirala NP Management Plan (Annex 6: Fuel Wood Policy) (GEO and ENG versions).
Contact Person for Inquiries	<p><b>Irakli Goradze</b>  Project Manager  E-mail: <a href="mailto:Irakli.goradze@undp.org">Irakli.goradze@undp.org</a>  <b>Telephone: 577 454 882</b></p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP’s re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP’s own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, 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 quotation. 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 Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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

UNDP encourages every prospective Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ.

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

**Irakli Goradze**  
*Project Manager*  
April 28, 2015

## Terms of Reference

### 1. Background:

**Project Description:** The project is designed to enhance the management effectiveness, biogeographically coverage and connectivity of Protected Areas of the Achara Autonomous Region of Georgia in order to better conserve the globally unique Colchis Forests (temperate rainforest). The area is of biodiversity importance because of being a humid Pliocene flora refugium, having a high proportion of narrow-ranged (local endemic) plants, a high percentage of endemic fauna, as being a well-known bottle-neck for migratory birds. The project will support the government to bring about the functional operation of the recently gazetted Machakhela National Park which will form the last link in a chain of 4 protected area units established to conserve the Colchic forests of the region (i.e. Kintrishi, Mtirala and Machakhela in Georgia and Jamili in Turkey).

### 2. Overall Objectives of services:

The overall objective of the services is to gather, process and present sufficient relevant baseline data of the newly created Machakhela NP territory and its adjacent areas to allow the future development of pragmatic NP and buffer/support zone management planning by the NP Administration and other Stakeholders, in accordance with MNP Decree No. 39, and international best practice. The resulting data and GIS information management system will also provide increased capacity for the long term planning and monitoring of the NP and adjacent territories.

*Technical Context: Process and Schedule of Project Support to NP establishment and importance of the Resources Inventory and Mapping (Baseline Studies) in this context:*

The service provider should support the practical development of the informational basis of the NP Administration and other stakeholders in order that they have the informational resources necessary to effectively undertake the participatory design and planning of the NP and adjacent territories in a way that will meet the objectives of the NP, local communities and other stakeholders.

Specifically, the service provider will be responsible for assisting the Project, NP Administration and other stakeholders to gather and process the information necessary to undertake the development of an initial NP zonation proposal and other baseline data required for future NP and adjacent territory planning and monitoring.

Finally, the service provider will be responsible for building the practical capacity of the NP Administration to utilize effectively themselves the GIS tools developed by the service provider to store, process and publish information collected. This will provide increased capacity at the NP for monitoring in the future and for subsequent management and operational planning.

**Outputs:** The services to be provided concern the production of the following key outputs:

- A. Provision of baseline studies and inventories in and adjacent to the Machakhala National Park on the abiotic, biotic and cultural/human situation and status of the territory which will result in a GIS data-base (digital maps and linked data bases including range of materials including spreadsheet, textual and photo materials).
- B. draft initial zonation proposal for the NP territory (including maps, zone selection criteria, and descriptions of individual zone / sub-zone management functions)
- C. Definition of proposed buffer / support zone boundaries i.e. a pragmatic delineation of the territories adjacent to the NP where human activities either have the potential to impact the NP or where the NP has potential impact on human activities and livelihoods. This task will also include identification and description of the key management issues in the buffer / support zone (i.e. priority issues in terms of i). Human activity within the adjacent territories that impacts on the NP positively or negatively, ii). NP Administration activities that impacts on population in adjacent territories positively or negatively).
- D. Training of NP Administration and other key stakeholders on the basic use of the GIS database created for management and manipulation of the baseline studies
- E. Provision of recommendations and guidance to the project of required hardware and software procurements necessary to allow NP and other stakeholders at Machakhela NP to store, access and process existing and newly generated data.

**Geographical scope and coverage:** The geographical coverage of the baseline studies includes both the demarcated territory of the Machakhela NP and the territories adjacent (total approx. 13000 ha, incl. appr. 8733 ha Machakhela NP area) The exact geographical extent of the adjacent territories will be defined by the contractor during execution of the contract based on initial results and analysis.

The contractor will be required to develop the GIS database through a combination of existing data collection, field surveys and analysis. Specific themes and issues that must be contained in the GIS database are described below:

#### Within MNP boundaries

*Collection of Abiotic and biotic data - Landscape, Biodiversity and ecosystem mapping and databases<sup>2</sup>:*

1. Physical geography map layers and related data relevant to biodiversity formation and landscape dynamics (*Structural* -physical features: topography, hydrology, geology, soils, climate zones, etc. *Functional* -physical processes: areas of high risk to flooding, erosion, landslides)
2. Flora composition and distribution - map layers and related data bases: definition and mapping of vegetation categories and habitats, species composition. Classification and mapping of the status / condition of vegetation / habitat categories (naturalness, age structure, impacts from fire, disease, alien species invasion or other impacts) and

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<sup>2</sup> As specified in MNE Decree No 39: biodiversity descriptions should reference to relevant international, regional and national lists such as the IUCN Red List of Threatened Species, Plantlife's Important Plant Areas, Birdlife International's Important Bird Areas, Ramsar sites, the Bern Convention's lists of species and habitats in need of special protection, Emerald Network habitats, the Red List of Georgia, and other relevant lists

vulnerability (risk of alteration, extinction of component species). Habitats or species included to national, regional or global conservation lists should be noted.

3. Fauna composition and distribution - map layers and data base/s (species lists and abundance data, ranges or habitat associations) - additionally note any ranges outside MNP boundary. Species included in national, regional or global conservation lists should be noted. Areas of important habitat functions (spawning, nesting, feeding, staging, migration, breeding) should be identified and mapped.
4. Vulnerability mapping: identification of areas or species of high vulnerability due to past resource use, high erosion risk, impacts of human settlement, pollution, infrastructure such as roads, power cables, dams or other risks that might require management response.
5. Infrastructure mapping: existing roads, bridges, power lines and other relevant infrastructure

*Collection of Cultural and Human data: historic resource use / Socio-economic value, Cultural / historic value, aesthetic value mapping and data bases from within NP territory*

1. Detailed mapping and data of historical and recent traditional resource use by specific communities or groups within the NP including type of use, extent of each type of use, community / individual/ entity carrying out the use, the legal and management basis for such use, assessment of impact / sustainability of use (assumed potential uses include fuel wood extraction, grazing, bee forage, arable agriculture, wild food or medicinal plant collection, hunting, etc.).
2. Specific study and mapping of fuel wood issues: a). Identification and assessment of the condition and practical capacity of areas currently used for fuel wood supplies, including data on recent management methods and mechanisms for regulating, practically undertaking harvests, and allocation/distribution of harvest, plus factual data on recent annual harvest levels and its sustainability b). Identification of any potential additional or alternative areas that are suitable for sustainable fuel wood extraction (in terms of productivity and accessibility) and identify which specific communities they could relate to. NB. The methodology developed during Mtirala NP Management Plan (see annex) should be applied during the assessment, as well as others the contractor feels appropriate.
3. Historical / cultural features: Map layer and data base of objects of features of historical / cultural value within NP territory
4. Aesthetic features: Map layer and database of landscape and natural features of particular aesthetic (tourism) value in the NP territory.
5. Eco-tourism Potential: Based on previous material map layer/s and database/s of areas and features with ecotourism significance and potential.

Buffer / Support Zone (territory adjacent to NP)

1. Administrative borders: any existing administrative borders within project territory including local governance divisions
2. Physical geography map layers and related data (*Structural* -physical features: topography, hydrology, geology, soils, climate zones, etc. *Functional* -physical processes: areas of high risk to flooding, erosion, landslides)
3. Infrastructure mapping: roads, bridges, dams / weirs, power lines, other relevant significant infrastructure



4. Definition of recommended buffer/support zone boundary: a). identification of areas adjacent to the NP where activities with potential impacts on conditions inside the NP, both positive and negative, are occurring and *vice versa*. b). Definition of overall boundary of such areas adjacent to NP boundaries using simple / easily definable geographic, infrastructural or existing administrative borders (to be discussed and agreed with project before proceeding with next steps).
5. Land use mapping of the previously defined buffer / support zone (forestry agency territory, settlement, orchard/plantation, arable land, existing or planned hydro-electric facilities, other) - linked data base with details on land use, land users, history of use and ownership, livestock. etc., houses and other structures (within feasible limits)
6. Socio-economic studies and mapping: basic data from settlements within buffer / support zone on key socio-economic features (including: population of settlements, age structure, main livelihood sources and employment, etc.)
7. Existing land use / development plans or limitations: Information on any existing environmental, land use plans / development regulations / restrictions (including any existing environmental regulations relevant to ecological protection that apply)
8. Cultural / historical/ aesthetic resources mapping and database of buffer / support zone territories (features of historical, cultural or landscape aesthetic value).
9. Tourism potential and existing development: Information (maps and linked data base) on natural, historical or cultural features of potential tourism value, and existing tourism infrastructure / activities

#### **Output B: Initial Machakhela NP Zonation Proposal**

On basis of work carried out and materials gathered, the contractor will develop in consultation with the project team a draft management zonation of the NP i.e. core zones, visitor zones, traditional use zones, and any necessary sub-zone definition. (i.e. sub-zones of traditional use areas such as areas for multiple traditional use, areas for limited traditional use, etc). Steps in this process will be:

- Identification of zone selection criteria of MNP zones and sub-zones (in consultation with the project)
- Provisional zone and sub-zone definition and justification (including linkages of specific traditional use zones and sub-zones with specific communities)
- Submit provisional zonation proposal for review by the project.
- Project to organize wider stakeholders review - contractor to participate in review meetings organized by the project (in order to explain / justify proposals and receive direct feedback)
- Revision of zonation proposal based on feedback from stakeholder review and the project

#### **Output C: GIS and Database management Training of MNP Administration and other relevant stakeholders**

Training of NP Administration and other key stakeholders on the basic use of the GIS database created for management and manipulation of the inventory data and baseline studies

- Assessing the GIS training needs of the MNP Administration, APA staff and other stakeholders (Forestry Agency, local interest groups in Batumi / project territory)
- Development of appropriate training programme consisting of both formal and practical “on job” training.
- Implementation of training programme

#### **Output D: Advice / Guidance on GIS Equipment Procurement**

Provision of recommendations and guidance to the project of required hardware and software procurements necessary to allow NP and other stakeholders at Machakhela NP to store, access and process existing and newly generated data.

#### **3. Institutional Arrangements:**

The service provider will be directly supervised by UNDP Georgia through its project “UNDP/GEF/GoG - Expansion and Improvement Management of Achara Protected Areas System “.

The Baseline Study should be conducted using participatory approaches involving all relevant stakeholders as required. Close coordination of activities with administration of Machakhela National Park is envisaged.

#### **4. Time scale and phasing of work**

The expected time frame of the required services is 7 months, starting 1<sup>st</sup> June 2015 until 31 December 2015. A detailed schedule of activities, with timelines and required resources, should be submitted in any offers.

#### *Overall Phases of work*

#### **Output A:**

The MNP and Buffer/support zone inventory and baseline studies works will be comprised of three phases:

- the preparatory work - comprising gathering all sources of relevant existing data, cartographic, GIS, papers (scientific, past management plans, etc) that are available information about the MNP and surrounding territory;
- the field / ground “truthing” surveys and work - the field works comprise the ground truthing and collection of additional data in the field to fill gaps, particularly in regard to biodiversity data such as fauna species abundance and distribution;
- office analysis and report preparation work - comprising processing of the information obtained as a result of the preparatory and field works and preparing GIS into usable system and preparation of supporting reports.

#### **Output B:**

Preparation of the draft NP Zonation proposal will be following completion of inventory and baselines studies in the NP

Outputs C and D: Will be undertaken at the terminal stages of work (following completion of inventory and baseline studies and preparation of draft zonation proposal).

Quantity	Deliverables	Percentage of Total Price ( <i>Weight for payment</i> )	Latest Delivery period after signing of the contract
1	Resource Inventory and baseline studies of Machakhela National Park (MNP) Buffer zone territory presented as functional GIS (relevant map layers, spreadsheets, textual and photographic materials) and textual reports.	40%	August 2015
2	Resource Inventory of MNP Buffer zone territory presented as functional GIS (relevant map layers, spreadsheets, textual and photographic materials) and textual reports	30%	September 2015
3	A provisional MNP zonation proposal presented in digital (GIS) and hard copy form	20%	November 2015
4	MNP Administration and other key stakeholders trained on how to practically use and apply GIS for management planning and monitoring purposes		
5	Advise / Guidance provided on GIS Equipment Procurement	10%	December 2015
	Total	100 %	

## Qualifications and Experience

### Organization/company:

1. Previous experience in conducting similar studies. (Please see the form-Annex 4)
2. Availability of staff with corresponding education and qualification
3. Working experience in the target region
4. Working experience with Protected Areas

Availability of staff with corresponding education and qualification

#### 1. Team Leader

- Minimum 5 years of experience in managing/coordinating similar studies;
- Knowledge of target regions and protected areas;
- Experience with international organizations;
- Knowledge of English language is a must.

## 2. Key experts in the following fields:

Protected Areas management  
Forestry  
Biodiversity conservation  
Zoology  
Botany  
Physical Geography  
Economics / natural resources management  
GIS

General requirements for key experts:

- At least 5 years of experience in relevant field(s)
- Knowledge of target regions and protected areas

It is up to the service provider to propose the structure of the team and tasks division among experts, but it should be proposed clearly how the team will cover all specific tasks outlined in this ToR.

### Documents to be submitted:

- Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1-(Terms of Reference);
- Profile of the company-describing the nature of business, field of expertise;
- Business licenses-An Extract from the Public Registry;
- Reference from Revenue Service on no debt toward budgets;
- Detailed Bank Requisites;
- Company Qualification record (Track Record)-List of clients indicating description of contract, scope, contract duration, contract value, contact references proving experience in conducting similar studies. Please see Annex 4.
- CVs demonstrating qualification of personnel.

**FORM FOR SUBMITTING Service provider's QUOTATION<sup>3</sup>**  
*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>4</sup>)*

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We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to provide service listed below in conformity with deliverables according to Terms of Reference of this RFQ.

**TABLE 1: Offer to Services Compliant with Terms of Reference**

	<b>Deliverables</b> <i>[list them as referred to in the RFQ]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>	<b>Latest Delivery period</b> <i>after signing of the contract</i>
1	Resource Inventory and baseline studies of Machakhela National Park (MNP) Buffer zone territory presented as functional GIS (relevant map layers, spreadsheets, textual and photographic materials) and textual reports.	40%		
2	Resource Inventory of MNP Buffer zone territory presented as functional GIS (relevant map layers, spreadsheets, textual and photographic materials) and textual reports.	30%		
3	A provisional MNP zonation proposal presented in digital (GIS) and hard copy form.	20%		
4	MNP Administration and other key stakeholders trained on how to practically use and apply GIS for management planning and monitoring purposes.			
5	Advise/ Guidance provided on GIS Equipment Procurement.	10%		
	<b>Total</b>	<b>100 %</b>		

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses			
		<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Validity of Quotation	90 days			
Compliance with delivery terms	The service should be provided within 7 month from the signature of the Institutional contract!			
All Provisions of the UNDP General Terms and Conditions	As per Annex 3			

**TABLE 3: Cost Breakdown by Cost Component**

Description of Activity	Remuneration per day	Total Period of Engagement	No. of Personnel	Total Rate for the Period
<b>I. Personnel Services</b>				
1. Team Leader				
<b>Experts</b>				
1. Protected Areas management expert				
2. Forestry expert				
3. Biodiversity conservation expert				
4. Zoology expert				
5. Botany expert				
6. Physical Geography expert				
7. Economics/natural resources management expert				
8. GIS expert				
9. Other staff				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Others				
<b>III. Other Related Costs</b>				

## General Terms and Conditions

### 1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### 2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### 3. TAX EXEMPTION

3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

## **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**



- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

**12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

**13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

**14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**16. 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, or relating to this Purchase Order 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.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute,

controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18. SEXUAL EXPLOITATION:**

18.1 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.

18.2 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.

**19.0 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.

**20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

**Annex 4: Qualification Information -საკვალიფიკაციო ინფორმაცია**

**List of the Performed Projects**

<b>Description of works</b> განხორციელებულ სამუშაოთა ჩამონათვალი	<b>Name of Employer</b> დამკვეთის დასახელება	<b>Contract amount</b> საკონტრაქტო თანხა	<b>Period of implementation</b> შესრულების პერიოდი	<b>Employer's Contact person</b> დამკვეთის საკონტაქტო პირი

**Delivery schedule:**

Deliverables	June	July	August	September	October	November	December

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

Relevant extracts of the Ministry of Environment Protection - Decree no 39

*Article 5: Contents of the description*

1. The description of the protected area shall include the following components:
  - a) Information about the location and the physical-geographical conditions of the protected area (including, according to their relevance, orography, hydrology, geology, geomorphology, climate and landscapes);
  - b) A brief history of the protected area since its creation, including changes to the area and category of the protected area;
  - c) A description of the biodiversity of the protected area, including ecosystems, habitats and species of global, regional and national significance by reference to relevant international, regional and national lists such as the IUCN Red List of Threatened Species, Plantlife's Important Plant Areas, Birdlife International's Important Bird Areas, Ramsar sites, the Bern Convention's lists of species and habitats in need of special protection, Emerald Network habitats, the Red List of Georgia, and other relevant lists;
  - d) Information about tenure of the land inside the protected area (for example ownership, leasehold rights, natural resource use licences) and the use of natural resources in the protected area (for example grazing, mowing for hay, logging, bee keeping);
  - e) A description of those social-economic characteristics of the adjacent territories which influence the management of the protected area including the process of zoning;
  - f) The importance of the protected area for science and education.
2. The description shall include the following components if they are relevant for the category and characteristics of the protected area covered by the management plan:
  - a) The touristic and recreation value of the protected area;
  - b) The value of the protected area with regard to traditional activity and the sustainable use of natural resources;
  - c) The historical and cultural values of the protected area;
  - d) Other ecosystem services assessed on the protected area.
3. The description shall serve to identify the key values of the protected area on which the long term objectives for the protected area shall focus.

### *Article 8: Zones of the protected area*

4. The zoning of the protected area (in case zoning is necessary for the protected area) shall consist of the following components:
  - a) A list of the zones of a protected area and a description of their purpose;
  - b) The area and boundaries of the zones;
5. The management plan shall state the activities that are allowed in the protected area. If the protected area is divided into zones the management plan shall state the activities that are allowed in each zone;
6. The restrictions (limits) to the allowed activities shall be defined according to need in the management plan.

### *Article 9: Factors to consider when defining zones*

The internal zones of the protected area (in case such exist) and the allowed activities on the protected area shall be defined by considering the following factors:

- a) Whether the territory inside the zone or being considered for inclusion in a zone contains especially important examples of naturalness, landscapes, habitats, flora, fauna, geological, scientific, environmental, ecological, or recreational values, or archaeological, historical or cultural objects;
- b) Territories that are used by the local population for traditional activities, such as hay-making, grazing, bee-keeping, collection of non-wood products and other activities allowed by the law;
- c) Recognition throughout the world (e.g., in terms of cultural heritage);
- d) Analysis of the possibility of conflicts arising;

## Annex 6: Extract from Draft Mtirala NP Management Plan (Annex 6: Fuel Wood Policy)

### დანართი 6: საშეშე მერქნის მიწოდების პოლიტიკა მტირალას ეროვნულ პარკში

რამდენიმე წლის განმავლობაში, ადრე დაცული ტერიტორიების სააგენტო, თავისი ტერიტორიული ერთეულის - მტირალას ეროვნული პარკის ადმინისტრაციის მეშვეობით- გასცემდა შეშას ეროვნული პარკის ტრადიციული გამოყენების ზონიდან, რათა მეზობლად მცხოვრები მოსახლეობა უზრუნველყო საშეშე მერქნით. სააგენტო გააგრძელებს საშეშე მერქნით უზრუნველყოფას მანამ, სანამ მიმდებარედ მცხოვრებ მოსახლობას არ ექნება ენერჯის ალტერნატიული წყარო.

2014 წელს განხორციელებული კვლევის შედეგების შესაბამისად, ხის მაქსიმალური ოდენობა, რომელიც შეიძლება ამოღებულ იქნას ტრადიციული გამოყენების ზონაში არსებული ტყეებიდან ნებისმიერ ერთი კალენდარული წლის განმავლობაში შეადგენს 5000 მ3-ს. ტერიტორიული ორგანო პირველ რიგში გასცემს შეშას წაქცეული ხეებისგან, წაქცეული ხეების საერთო მოცულობის 95%-ის ლიმიტის ფარგლებში, რომელიც იზომება შემოდგომაზე, სანამ იწყება შეშის გაცემის სეზონი. ზეზემდგომი ხეები შეიძლება მოიჭრას მხოლოდ მას შემდეგ, რაც წაქცეული ხეების ლიმიტი მიიღწევა.

იმ შემთხვევაში თუ ზეზემდგომი ხეები უნდა მოიჭრას საშეშე მერქნით უზრუნველყოფის მიზნით, რათა შენარჩუნდეს ტყის ეკო-სისტემა, ადმინისტრაცია ირჩევს ხეებს შემდეგი სახელმძღვანელო წესების შესაბამისად:

ა) სულ ცოტა 10 ხე მაინც უნდა იდგეს ერთ ჰა-ზე, რათა ტყემ მიაღწიოს ასაკს და დაბერდეს ბუნებრივად; ზემოთ ხსენებულ ხეებს შორის უნდა შეიტანონ ყველაზე დიდი მოცულობის ან/და ფულუროიანი ხეები (მონიშნონ), რათა მათი დარჩენით ხელი შეეწყოს მკვდარ ხეებზე დამოკიდებულ უხერხემლო ცხოველთა სახეობების ბიომრავალფეროვნებასა და მოზუდარ ფრინველებს. მას შემდეგ რაც ზეზემდგომი მომწიფებული ხეების რაოდენობა დაიკლებს და 10ზე ნაკლები დარჩება თითოეულ კვარტალში, ამ შემთხვევაში, სულ ცოტა 10 ინდივიდი ხე უნდა შეირჩეს, რომლებიც დომინანტურია კორომში და აღარ უნდა მოხდეს მათი მოჭრა, თუმცა შესაძლებელია მოიჭრას სუბდომინანტური სახეობები, რომლებიც მიმართული იქნება დომინანტური ხეების ზრდასა და განვითარებაზე.

ბ) 0.06 ჰა-ზე დიდი ზომის ახალი ლიბების (ხეების გარეშე დარჩენილი ადგილები) შექმნა ან ამჟამინდელის გაფართოება იგივე ლიმიტის ზემოთ დაუშვებელია. აღნიშნული ლიმიტი შეიძლება გაიზარდოს მხოლოდ იმ შემთხვევაში, თუ ის ემსახურება კონსერვაციის მიზნებს, როგორცაა, მაგ: სანიტარული ჭრები.

გ) ნებისმიერი პოტენციური დაგეგმილ ჭრას წინ უნდა უსწრებდეს ტყის არსებული მდგომარეობის შეფასება (ფულუროიანი ხეების არსებობა, წითელი ნუსხის სახეობების გავრცელება).

დ) ბიომრავალფეროვნების კონსერვაციისთვის მნიშვნელოვანი ადგილები (წითელი ნუსხის სახეობების და მოზუდარი ფრინველების არსებობის არელები) უნდა განისაზღვროს და გამოირიცხოს ყოველგვარი ჭრებისგან ან უნდა მიენიჭოს განსაკუთრებული რეჟიმი (ჭრის დრო, ჭრების ნაკლები ინტენსიურობა, დაბერებული ხეების დიდი რაოდენობა);

ე) ყველა დაგეგმილი ჭრა უნდა ჩატარდეს 15 აგვისტოდან 1 მარტს შორის პერიოდში, რათა თავიდან ავიცილოთ მოზუდარი ფრინველებისა და სხვა მოზუდარი ცხოველების შეწუხება მათი გამრავლების პერიოდში.

ვ) დაგეგმილმა ჭრამ არ უნდა გამოიწვიოს ხეების სარტყელის სახეობების შემადგენლობებში ცვლილება (ძირითადი სახეობების პროპორციების ჩათვლით), გარდა არაადგილობრივი სახეობებისა და სხვა აღდგენითი ღონისძიებების შემთხვევისა.

ზ) ტყის მენეჯმენტის ღონისძიებებს შედეგად არ უნდა მოყვეს ძირითადი სატყეო გზების ნიადაგების ეროზია;

თ) პრიორიტეტი უნდა იყოს ის მონაკვეთები, სადაც ადგილი აქვს ბუნებრივ რეგენრეაციას დაგეგმილი ჭქრებისთვის, რათა შეიქმნას კარგი პირობები ხეების ახალი თაობის განვითარებისთვის.

ი) ჭრები თანაბრად უნდა იყოს განაწილებული ხელმისაწვდომი ტყეების მთელ

ტერიტორიაზე. ინდივიდუალური ღიობების საბურველი უნდა იყოს თითოელისგან

მინიმალურ მანძილზე დაშორებული, რაც უნდა შეესაბამებოდეს კორომის საშუალო

სიმაღლეს.

#### Annex 6: Policy for Fuel Wood provision in Mtirala National Park

1. For some years previously the Agency for protected areas, through its territorial unit - Mtirala National Park Administration - has issued wood from the traditional use zone of the national park for the purpose of ensuring fuel wood for the neighbouring population. The Agency will provide fuel wood until the neighbouring population has a reasonable alternative source of energy.

2. In accordance with the results of a study carried out in 2014, the maximum amount of wood that may be removed from the forests in the traditional use zone in any one calendar year is 5,000 m<sup>3</sup>. The territorial administration first of all issues fuel wood from fallen trees, up to a limit of 95% of the total volume of the fallen trees that is measured during the autumn before the season of issuing firewood starts. Standing trees may be cut for fuel wood only after the limit on wood from fallen trees has been reached.

3. In the case that standing trees are cut to supply fuel wood, in order to maintain the forest eco-system the Administration chooses the trees according to the following guidelines:

a) At least 10 trees per ha shall be left to age and decay naturally; trees with the highest volume and/or holes shall be left in order to support the biodiversity of saproxylic species that live in the dead trees and nesting birds. After the number of living mature trees decline under 10 in each quartile, in this case, at least 10 individual trees shall be chosen, which are dominant in the stand and no further felling of those trees shall take place, but cutting of the sub-dominant species can be conducted, which will be directed to support the growth and development of the dominant trees.

b) Creating new openings (treeless plots) larger than 0.06 ha or enlarging existing openings above the same limit is not allowed. The mentioned limit may be enlarged only if it serves the conservation objectives, such as e.g.: sanitary cuts.

c) Any potential planned cutting should be preceded by an assessment of the current forest condition (presence of hollow trees, occurrence of red list species).



d) Important areas of biodiversity conservation (occurrence of red list species of plants and nesting birds) should be defined and excluded from any cutting or should have a special regime (timing of cutting, less intensity of cutting, bigger amount of decaying wood);

e) All planned cutting should be carried out between 15 August and 1 March to avoid disturbing nesting birds and other breeding animals;

f) Planned cutting should not lead to a change of species compositions (including the proportions of the main species) of the tree layer, except in the case of removing non-native species and other restoration measures.

g) Forest management operations must not lead to soil erosion out of main forest roads;

h) Plots where natural regeneration occurs should be given priority for the planned cutting in order to create the good conditions for the development of the new generation of trees;

i) The cutting should be distributed evenly throughout the whole area of accessible forests. Canopy of individual openings should be located at a minimum distance from each other corresponding to the average height of the stand.