

GEORGIA

RURAL SMEs DEVELOPMENT PROJECT

Contract no. 81070976



GRANT MANUAL

Submitted by:

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Swisscontact (Swiss Foundation for Technical Cooperation) in consortium with Mercy Corps and The Springfield Centre

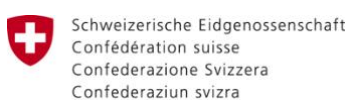
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Submitted to:

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LIST OF ABBREVIATIONS

AAER	Adopt, Adapt, Expend, Respond.
BSS	Business Support Services
CoC	Code of Conduct
GCB	General Conditions of Business
GESI	Gender and Social Inclusion
IP	Intervention Plan
KPI	Key Performance Indicator
LNOB	Leave No One Behind
MRM	Monitoring and Results Management
MSD	Market Systems Development
NtF	Note to File
OM	Operations Manual
R&D	Research and Development
RSMEDP	Rural Small and Medium Enterprises Development Project
SDC	Swiss Agency for Development and Cooperation
SME	Small and Medium Enterprises
VAT	Value Added Tax

1 INTRODUCTION

The manual outlines the principles, methods, and procedures that must be adhered to for the *Rural SMEs Development Project* (RSMEDP) to engage in grants-based contractual obligations with partners. Partners can be drawn from a range of groups, including National Agencies, Sector and Business Associations, Business Support Services (BSS) Consultancies, and Financial Services providers. The purpose of the grants is to catalyse independent actions from partners that have the potential to benefit rural SMEs and rural communities beyond the duration of the funding.

The advantage of using the grant instrument is that it provides a means for partners to have greater control of the implementation of activities within a defined scope, articulated in partnership agreements. Partners are fully accountable for managing the programmatic and financial aspects of these agreements, and the project focuses on monitoring the implementation of the project by the partner. Aligned with the project's market systems development (MSD) approach, it is anticipated that grants will not be targeted at beneficiary groups but rather at system actors that can serve as 'multipliers' of services to rural SMEs.

The tools and approaches contained within this Grant Manual are designed to manage fiduciary risks during grants disbursement and ensure effective, efficient, and secure use of project funds in line with these documents. These are aligned with, and based upon, key SDC and Georgian policy and legislation. Including the SDC General Conditions of Business (GCB), and the Georgian Law on Grants, Tax Code of Georgia, Law of Georgia on Entrepreneurs, Civil Code of Georgia, Order of Minister of Finance of Georgia №996. The procurement policies outlined in the RSMEDP Operations Manual (OM) which provides the administrative and financial policy framework for the project.

On approval from the SDC this document becomes a supplementary policy document for the disbursement of grants under the RSMEDP.

2 PRINCIPLES

2.1 DEFINITION OF GRANT

The definition of ‘grant’ used by the project is a **sum of money transferred to a partner to catalyse action towards a particular agreed purpose**. The agreed purpose relates from the project perspective to the achievement of the objectives in the Logframe aligned with the impact logic (see box). The grant modality involves that: the partners spending funds through their organisational systems and processes; (in most cases) part of the resources for the overall initiative comes from the partner; and, ownership of the results stays with the partner. In these ways grants are differentiated from support provided to partners through complementary technical assistance by project staff or consultants, or other by commissioning them directly through service or other contracts.

Alignment with Impact Logic and Logframe

The purpose of grant is to catalyse change in behaviour of system players towards the achievement of the desired impacts of the project. These are outlined in the project **Impact Logic** (ProDoc Annex 11) and **Logframe** (ProDoc Annex 3). The Impact logic shows the inter-connections between the key results which lead to the impacts (used as Key Performance Indicators (KPIs) for each intervention) leading to the overall impacts of the project. The impacts of the RSMEDP are quantified in the Logframe with overall project targets which are achieved as the sum of interventions deployed. More immediate behaviour changes on the part of the partner, and its effect on the system, such as changes in the partner business model and anticipated interim results that contribute to the achievement of KPIs are identified and monitored in the Monitoring and Results Measurement (MRM) System. The decision on whether a grant application is ‘aligned’ with the objectives of the RSMEDP will be made based on its relation to these documents.

2.2 MAIN PRINCIPLES FOR GRANTS DISBURSEMENT

There are five main principles for grants disbursement under the RSMEDP:

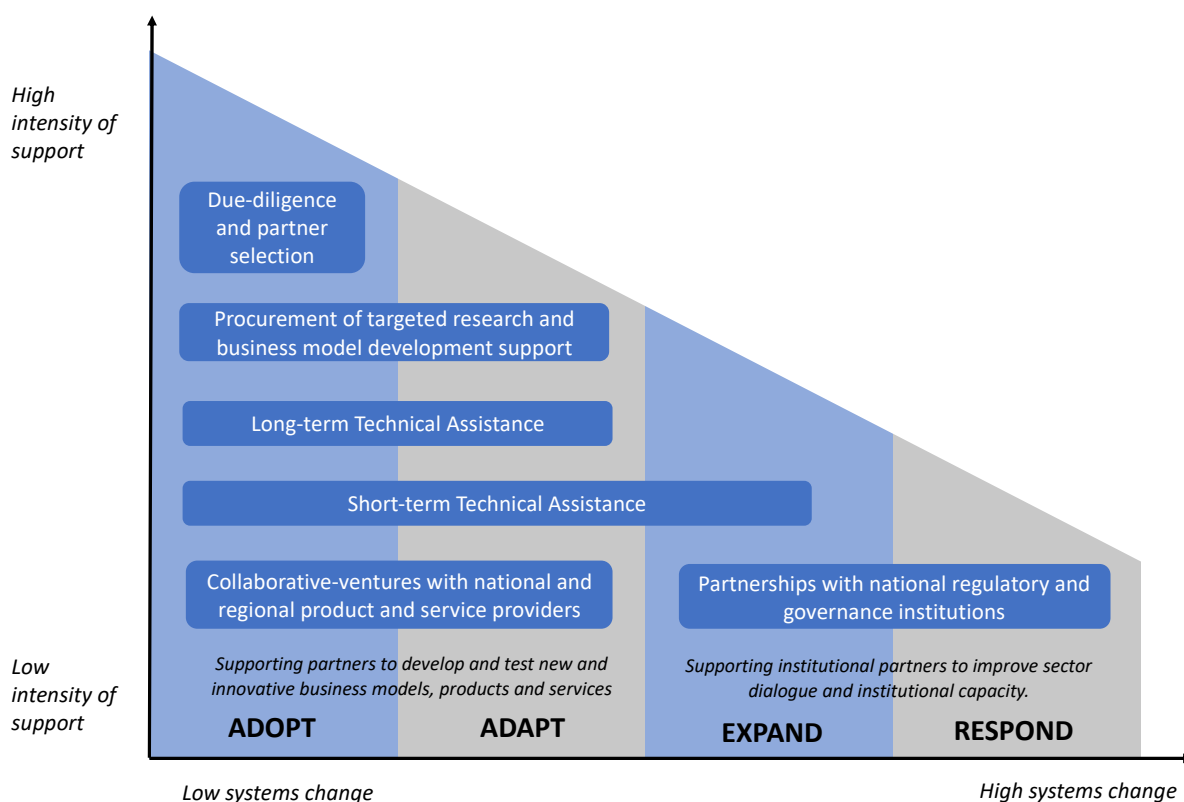
1. Equal treatment
2. Transparency
3. Proportionality
4. Co-financing
5. Value for Money

Equal treatment	Swisscontact will treat all potential partners equally without any preference to one or the other potential partner at every stage of the award procedure. This approach is consistent with the Swisscontact Corporate Manual, Operations Manual Georgia, and the SDC General Conditions of Business (GCB).
Transparency	Swisscontact will ensure transparency of award procedure by publicly publishing all relevant information for potential partners. This will include where appropriate public announcements of call for proposals and of relevant regulations applicable for Swisscontact award procedures.
Proportionality	Procedures required for award depend on the value of the project. Swisscontact award procedures depending on the thresholds are described in this document. Demands placed upon potential partner should be relevant and directly related to the agreement awarded.
Co-financing	For most agreements the principle of co-financing will apply. This means that the costs for the project will partially be covered by the Swisscontact and partially covered by the potential partner. This can be in the form of cash or in-kind contributions (minimum requirements will be identified on a case by case basis related to the objectives call for proposals).
Value for Money	The anticipated impact on the target group of the investment made in a partner in relation to the goals of the project (outlined in the Logframe). Swisscontact will ensure price-quality ratio for all the partnership agreements by assessing the effectiveness, efficiency, and economy of the technical proposals submitted by the potential partners in combination with the proposed budget.

2.3 APPLICATION OF THE MSD APPROACH

The investment of grant funds will support the project’s MSD approach. This will focus on facilitating systemic changes, stimulating the capacity development and transformational change of local stakeholders, and avoiding their dependency on donor assistance and subsidies. The entry points for investments will be with system players that provide core, supporting, or enabling environment functions in the system rather than the direct beneficiaries of the project: rural SMEs. **Any relevant market player is a potential partner** and will be determined through the intervention strategy and intervention plans developed by the project.

As working in dynamic market systems requires high level of “adaptive management”, RSMEDP will depend on the timely feedback loops, decision making and (re)action underpinned by a robust monitoring and results measurement system to aid the process. It is anticipated that different types of support will be required as the



various aspects of systemic change are seen in the market (AAER) - as project partners adopt and adapt new products and services, through pilot/ action research and systemic interventions, and then seek to stimulate expansion and responses from markets through scale up interventions. This will require a **tapered facilitation approach**. The figure¹ shows the anticipated intensity of support RSMEDP will facilitate at different systemic change stages. In the case of expand and respond interventions, evidence of adoption and adaptation of the innovation to the Georgian context should be evidenced in the application. This may build on previous interventions by the project or investments made by partners themselves including where they have been supported by investments made by other projects/ organisations.

¹ Graphic reproduced and amended from the Dar Urban Jobs Programme, Innovation Facility Operating Principles, DFID.

3 METHODOLOGY

The RSMEDP uses a 3-step methodology through which grant fund investments will be executed. The key steps are:

- 1) **Targeting:** Identification of potential opportunities that require grants
- 2) **Contracting:** Concluding the partner agreement
- 3) **Control:** Monitoring and control of implementation of the partner agreement

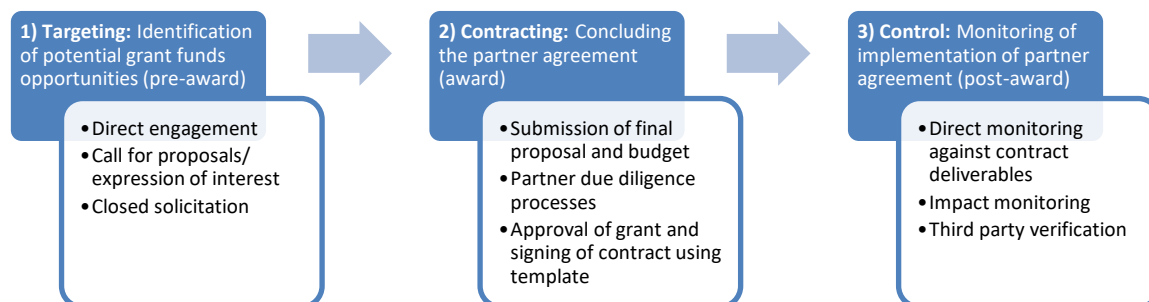


Figure 1: Grant fund investment process flow

3.1 TARGETING: IDENTIFICATION OF GRANT FUND OPPORTUNITIES

Potential grantees may be identified through a range of approaches. These include direct engagement with potential partners to organically develop concepts, and the receipt of applications from public of closed calls for defined proposals to which potential partners apply. The former approach is most likely to apply where there are fewer potential partners in the market – sector specific associations for example – and the latter where there are a range of service providers – business support services consultancies for example. In both cases the opportunity must satisfy the key factors for targeting investments outlined below.

3.1.1 PARTNER SELECTION

The RSMEDP draws upon the Swisscontact guidance² for partner selection to ensure that partners with the right capacity and willingness are selected for collaboration in the project. Making the right assessment is crucial particularly in the case of direct engagements with potential partners. The Project Document provides an initial ‘will/ skill’ analysis of key potential partners for the project (Annex 14) which will be the foundation for identifying partners for new interventions. In the case of business associations an additional analysis is undertaken to understand the *orientation* of the association in terms of its representative function to a particular sector or group. This includes assessing its function in terms of its services orientation (lobbying/ advocacy vs service provision to SMEs) and its funding structure (government/ donor-funded vs membership funded).³ In addition an assessment will be made of their transparency, openness and due diligence processes will consider the extent to which the association has sound statutory management structures (such as allowing rotation in the management board). Partner selection is a key element of the Intervention Plan document which informs project decision making in relation to grant proposals.

3.1.2 KEY FACTORS FOR TARGETING INVESTMENTS

There are several key factors to be considered when targeting investments, these are considered in the following way:

Key Factor	Explanation	Tools/ reference documents
Alignment with the overall goals of the project	Investments must contribute to the overall impact logic of the project. This is further specified in the Intervention and Sector strategies.	Theory of Change and Impact Logic Intervention Results Chain demonstrating relevance to project Key Performance

² See *Identifying and Assessing Potential Partners*, Swisscontact Inclusive Systems Development Toolkit.

³ See ProDoc Section 4.2.2 (page 43).

		Indicators (KPIs). This is a section of the Intervention Plan .
<i>Level of entry point & Impact potential</i>	Entry Points higher up the value chain will generate greater impact for less input: larger businesses who have higher capacities can ensure a greater multiplier effect. It is necessary to consider the pro-poor impact of the intervention however.	Log frame Outreach and impact projection as section of Intervention Plan . Sustainability Strategy/ Project Exit Strategy
<i>Business case (Value for Money)</i>	Investments must be considered both in relation to the potential for achieve impacts and leverage co-investment from partners.	The deal section of the Intervention Plan . Value for Money Framework under MRM Manual
<i>Partner capacity/ willingness</i>	Partner selection is key in understanding the ability of the partner to successfully fulfil its role in the intervention.	Capacity/ willingness assessment as part of the partner selection. Reasons for selecting partner included as section in Intervention Plan .
<i>Feasibility</i>	The extent to which the action is considered to have a realistic chance of success.	This determination will be based upon criteria in the Investment Manual .
<i>Compliance with transversal themes</i>	In order to ensure inclusiveness towards supporting the LNOB agenda and the do-no-harm approach, GESI, Conflict Sensitivity and Governance, and Environment risk/ opportunity analysis must be completed for each intervention based upon the various higher-level strategies and analyses.	Risk analysis GESI Strategy Conflict Sensitivity Analysis Section on risk/ opportunity analysis and relevance to transversal themes in the Intervention Plan .

Based on the programmatic rationale – the Intervention Plan (IP) – the rationale for procurement will include a summary of the IP and the dates and the modality for procurement.

3.1.3 ELIGIBLE AND INELIGIBLE ACTIVITIES

Eligible activities are those that meet the key factors above and are approved according to the project approval process below. These can include:

Eligible activity type	Purpose
<i>In depth due diligence on service providers</i>	Commission consultants/ firms to study internal workings of service providers
<i>Supporting partners in testing new and innovative business models, products, and services.</i>	This is a key instrument of the project to <i>e.g., Commissioning advisory service sub-contracts designed explicitly to buy down the risk of, and incentivise, piloting of new and tailored investment planning advisory service offers.</i>
<i>Supporting institutional partners to improve sector dialogue and institutional capacity.</i>	Facilitating institutional ties between market players <i>e.g., such as between advisory services and financial institutions, or business associations and government agencies</i> Institutionalising Research and Development activities aimed at SMEs <i>e.g., human resources of advisory service providers, institutionalising R&D activities of national agencies aimed at SMEs.</i> Supporting systems of knowledge and information between market players <i>e.g. Building marketing capacity of Georgian financial services providers; coordinated industry outreach campaign by service providers, industry associations/bodies, and national media</i>
<i>Procurement of research and support services to fill information gaps</i>	Specific research may be required for an individual partner or to support a wider group of stakeholders (an association or sector body). These can be directly provided through contracting experts/ consultants or co-financed with partners.
<i>Short term technical assistance</i>	Provision of experts to support organisations with a view to supporting through temporary catalytic actions that 'fill technical gaps' on the part of the partner. Most likely through local and international external experts.

<i>Long term technical assistance</i>	Provision of longer-term assistance to coach or mentor changes in partner organisations towards longer term objectives – such as culture shifts, organisational change, integration of new systems and processes. Most likely by the project team or external experts.
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Not all activities will be eligible for project support. These are in the following cases:

Ineligibility criteria	Details
<i>Activities which present unacceptable risk to the project, consortium partners, or SDC</i>	Those that contravene the SDC General Conditions of Business (GCB) – annex to the mandate contract between SDC and the project consortium. Especially GCB criteria: <ul style="list-style-type: none"> • Art. 2.1: Every sub-contracting agreement must comply with this Contract, particularly in respect of the agreed fees. • Art. 4.7: ...respect the laws of the Partner Country, refrain from any interference in local politics, and in no way whatsoever engage in activities that harm relations between Switzerland and the Partner Country
<i>Activities direct with the target group (rural SMEs)</i>	The target group should not be the direct recipients of project support. This could undermine the MSD approach and sustainability of the results, and also present issues related to the project’s neutrality and need for low visibility.
<i>Activities which present unacceptable risks related to the transversal themes</i>	Those that serve to benefit banned organisations, exacerbate political sensitivities, or present a risk to staff, and/ or the reputation of SDC or the project consortium. Activities where an unacceptable level of risk is identified in relation to the transversal themes – GESI, conflict sensitivity/ governance, and environment – and where mitigation measures are not feasible.

3.1.4 SUSTAINABILITY & MEASUREMENT

Each project will have a ‘sustainability strategy’ (see *Annex 2: Application Form* Section 3.2) which must be proposed by the applicant. This will be evaluated in relation to the project’s anticipated ‘Exit Strategy’ which is included in the IP section 1.4 (Strategy). The achievement of sustainability indicators will be monitored in relation to the projections in the Intervention Plan (IP) and log frame indicators. To support this process, deliverables under any grant agreement will be ‘mapped’ against the specific activities and results in the log frame by the project MRM Specialist.

3.2 CONTRACTING: PARTNER AGREEMENTS

Potential partners for Swisscontact are sector associations, business consultancies, public agencies, and financial institutions. In the case of public agencies, it is likely that in most cases non-grant mechanisms will be deployed such as the provision of complementary technical assistance provided by supporting organisations and/ or consultants contracted directly by the project. This may also apply to financial institutions depending upon the size and nature of the partner and the nature of the proposed collaboration.

As a general practice, Swisscontact concludes partnership agreement with one organisation. In some occasions, Swisscontact may accept joint proposals from several organisations, which should be explicitly declared in the grant proposal received. The main potential partner will be referred as the lead partner and the others as co-partners. Lead partner together with sub-partners become parties of the partnership agreement with the lead partner being fully responsible for the implementation of grant agreement as well as due-diligence process of the co-partners.

Swisscontact allows sub-contracting, as long as it is mentioned in the grant agreement. Potential Partner is responsible of the due-diligent process of the sub-contractor.

Partnership agreements may take any of the following forms:

- Lump sum contracts, which cover all eligible costs identified in advance
- Unit cost contracts, where unit price is defined in advance and total contract value depends on number of units
- Fixed-rate contracts, which envisages covering fixed percentage of eligible costs by Swisscontact and by the partner
- Reimbursement contracts, which covers all the eligible costs incurred by the partner

- Combination of any of the above

3.2.1 DUE DILIGENCE PROCESSES

To protect the financial interest of the organisation, the Swisscontact will conduct due diligence checks of the potential partner. The due-diligence process includes:

Compliance checks: Swisscontact will not conclude contract/agreement with the organisations, if they are:

- Bankrupt or in an insolvency situation
- Convicted of illegal/corrupt activities including fraud
- Breaching the obligation of paying the taxes and other fees in accordance with applicable legislation
- In violation of Swisscontact or SDC policies (Anti Bribery or Anti-Corruption policies)
- On any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organisations.

Potential partners should declare if the organisation is in any of the situation listed above and if any remedial actions have been taken to improve it. The consortium will also conduct compliance checks through one of the consortium members - Mercy Corps - which has a centralised database of unreliable companies from their global experience (including in Georgia) which can be drawn upon for reference checks to anticipate, avoid, and/or minimise any financial risks caused by entering into legal commitments with partners.

Ensuring a commitment to abiding by the Swisscontact Code of Conduct (CoC): Any personal data will be processed in compliance with existing legislative norm of the country. The partner together with any sub-contractors will accept and adhere to the Swisscontact Code of Conduct. Potential partners will be expected to take necessary measures to avoid cases of conflict of interest. If any conflicts of interest arise during the implementation of the contract, the partner is obliged to inform Swisscontact. The latter will take necessary measures. Swisscontact has zero tolerance towards sexual exploitation, abuse, and corruption.

Reviewing partner's organisational financial health: assess the current financial health of the partner organisation. This is to manage the fiduciary risk of partners being provided with funds when in an unstable financial position. This can be conducted through requesting and reviewing past financial statements (if available); and/ or reviewing extracts from the public entrepreneur registry (National Agency of the Public Registry system www.napr.gov.ge); and/ or requesting statements from the Georgian Revenue Service; and conducting a risk assessment interview with organisational representatives.

3.2.2 DISBURSEMENT MODALITY

Disbursement method: Swisscontact will make disbursement of agreement amounts only to the bank account of the partner stipulated in the agreement. The partner should provide official bank details signed out by the bank. In case the partner changes bank account, Swisscontact should be duly informed about the change immediately. The contract value can be determined in other currency than the local one with local organisations, however the payments are always made only in local currency at the exchange rate of National Bank of Georgia on the day of transfer. The partner must ensure that money received from Swisscontact is used only for the purpose stated in the partnership agreement. The list of required documents is specified in the partnership agreement.

Tranche-based payment method: Depending on the forms of the partnership agreement, the payments can be done in tranches with pre-financing option if needed. The next pre-financing won't be disbursed until the previous one is liquidated. Swisscontact will retain the last payment until the partner provides final narrative and financial reports. Exceptions to this term on the final payment will be reviewed on case-by-case basis and final decision will rest on the Team Leader. The tranche-based payment modality is a key method to ensure compliance as contractual clauses will allow Swisscontact to suspend or cancel elements of the partner agreement depending upon agreed performance targets. In many cases realising the committed value of a contract will be based on the satisfactory completion of activities by the partner with funds 'drawn down' as milestones are achieved.

3.3 CONTROL: MONITORING OF IMPLEMENTATION

3.3.1 FINANCIAL MONITORING

As per the partnership agreement, the contractor will be obliged to provide financial reports together with the narrative report to the Swisscontact. The financial reports from the partners will be checked in line with the agreement budget and supporting documents will be reviewed against eligibility criteria. The next payment will not be executed until the financial reports are verified by the Swisscontact Finance Manager and approved by the Team Leader. Financial monitoring will be conducted through **desk checks of the submitted financial reports** and supporting documents considering the criteria under the article 4.3.2 Financial Execution of this manual. If verification of financial reports reveals irregularities, then Swisscontact will carry out additional financial checks relevant for the partnership agreement. On a case-by-case basis Swisscontact may conduct **additional checks either through own resources or through an external auditor**. The partner should allow and give access to Swisscontact representative to procurement files, contracts, timesheets, payroll calculation, invoices, bank statements, accounting records, reconciliations, etc. relevant to the budget/expenses of the partnership agreement, If the spot-checks reveal serious breaches or fraudulent activities, then the partnership agreement will be terminated and already paid tranches, not supported by the financial report, reclaimed from the partner.

Adaptive Management

The project will have an ongoing discussion with the partner about performance. To ensure quality the partner will be encouraged to improve performance through reallocations of the budget or changes in deliverables within the scope of the original signed contract - contractual amendments can be entered into if deliverables need to be changed further to discussion on the progress of the activity with the partner.

3.3.2 PROGRAMMATIC MONITORING/ QUALITY ASSURANCE

The project will **monitor progress of the project interventions** on an ongoing basis to see if objectives are being realised. The deliverables for each grant award will be reviewed prior to award by the project MRM Specialist who will map them against the specific activities and results in the project logframe. This will form the basis for programmatic monitoring in relation to the project's *Key Performance indicators* (KPIs) and the overall objectives. The project will also monitor the **quality of implementation by the partner**. This will include a qualitative analysis of the performance of the partner which may not be identified through the financial monitoring alone. This can be informed through active observation and reporting by the project intervention team. These reports will inform decisions about whether to engage the partner to seek adaptation of the grant. Programmatic monitoring and quality assurance processes may reveal areas for improvement and inform the introduction of necessary changes to the direction of the agreement with the partner. If these objectives are not being achieved, then the project will engage the partner to adapt activities.

4 PROCEDURES

The lifecycle of the partnership agreement award procedure consists of three phases:

- 1) Pre-award Phase – needs assessment and market research (if applicable), announcement, submission of applications, evaluation of applications.
- 2) Award phase – notification for successful organisation, conclusion of agreement, notification for unsuccessful organisations.
- 3) Post-award phase – monitoring the implementation of agreement, reporting.

4.1 PRE-AWARD PHASE PROCEDURES

4.1.1 PROCUREMENT PROCESSES

The partnership agreement can be signed through a) Award by Invitation or b) Request for Proposal or c) Competitive National Tender. Before entering into legal agreement with the organisation, Swisscontact will obtain a “Letter of no objection” from SDC for the procurement processes with the value above 50,000.00 CHF,

Procurement process	Value	Object of procurement	Method of procurement	In consultation with	Decision-making authority	Prior to contract signature
Award by Invitation	1 CHF - 49,999 CHF	Grant agreement	Minimum one offer	Consortium Advisors	Team Leader	
Request for Proposal	50,000 CHF – 99,999 CHF	Grant agreement	Invitation to quote (at least 3 offers required)	Consortium Advisors	Team Leader and Institutional Leads	SDC letter of no objection
Competitive National Tender	100,000 CHF – 229,999 CHF	Grant agreement	Open/closed national tender	SDC	Team Leader and Institutional Leads	SDC letter of no objection

Award by Invitation or Direct award: Swisscontact can go for the Award by Invitation procedures i.e. non-competitive selection of the organisation under the following circumstances:

- 1) Total maximum budget of the partnership agreement is within the threshold of award by invitation procedure
- 2) Potential partner is the sole organisation on the market able to implement required activities/interventions
- 3) Potential partner has the unique capacity to reach targeted rural SMEs

In case of direct award, the Swisscontact prepares a Note to File (NtF), explaining grounds for direct award procedure. The justification for the direct award will be sourced from the Intervention Plan (IP) and summarised into a NtF which is approved by the Team Leader. The document should include the rationale for sole source according to the circumstances above and provide an overview of the potential partner’s technical and financial capacity to ensure smooth implementation of interventions.

Request for Proposal: Swisscontact sends a request to at least three potential partners of its choice soliciting a written proposal based on the requirements defined in the request. The potential partners can be identified either through publicising the Request for Expression of Interest. Evaluation of the proposals should be conducted in the same way as for the Competitive National Tender by the Evaluation Panel. If only one proposal is received that is administratively and technically valid and award criteria are met, then the contract can be awarded to that potential partner. If this procedure fails, then Swisscontact is allowed to negotiate with pre-selected companies.

Competitive National Tender: Call for Proposals for a tender is published on the most popular local sites and/or newspapers/magazines to ensure the widest dissemination. The announcement includes the deliverables, eligibility criteria, evaluation criteria and deadline for submission.

Eligibility criteria applies to the potential partner and to the action implemented by the potential partner. Evaluation criteria is used to assess organisation’s financial capacity together with professional competencies and experience to meet the objective and deliverables of the project. Financial capacity of the organisation is

evaluated by organisation's audit reports and financial statement for the last 3 years. Professional competencies are assessed by reviewing the CVs of professional staff involved in the project. The proposals are assessed against set objectives and deliverables, which is technical evaluation of the proposals and proposed budget is reviewed against market prices, which is financial evaluation of the proposal.

All the criteria must be included in the announcement of call for proposal. They should be neither discriminatory nor favourably for a particular potential partner.

Potential partners may ask questions about the call for proposal. The Swisscontact e-mail address info.georgia@swisscontact.org will be used for questions and will be included in the Call for Proposals. All questions must be submitted in writing. Replies to questions must be made available to all applicants to ensure transparency and equal treatment of all potential partners. The deadline for questions is included in the call for proposal.

Value Added Tax (VAT)

The RSMEDP is VAT exempted within the scope of the international agreement on Technical, Financial and Humanitarian Cooperation between the Government of Georgia and the Government of the Swiss Confederation dated by January 17, 2005 and based on the letters to Revenue Service provided by SDC to the Revenue Services to cover the inception phase and main phase contracts.

RSMEDP will act as per art. 6 Direct and Indirect Taxes, including VAT of General Conditions of Business for Project Implementation (SDC) in relation to taxes with the partners. This extends to the use of funds by partners meeting the requirements of the Law of Georgia about Grants (July 30, 1996, consolidated version of July 15, 2020). In order for partners to benefit the tax exemption, a letter will need to be submitted to the Revenue Service with the subject of the Partnership Agreement, duration of agreement and the total budget for the grant activities as per article 71 of the Order #996 of the Finance Minister of Georgia.

If the specifics of the grant and the person-power of Swisscontact allow, the RSMEDP will handle the procurement procedure for goods and services on behalf of the grant recipient to ensure tax exemption under the partnership agreement. However, as the purpose of the RSMEDP is to facilitate access to services for rural SMEs, grant agreement models - particularly with associations - may require awardees to subsidise directly or in-kind various (through complementary marketing for example) business support services to rural SMEs. It therefore may not always be desirable or efficient for services to be procured on their behalf by the project.

When it is not possible or desirable for RSMEDP to procure goods or services on behalf of the grant recipient, Swisscontact, representing the RSMEDP, will approach SDC with a letter explaining details of procurement procedure and request to address Revenue Services for VAT exemption. SDC must be informed about each grant agreement subject to VAT exemption. SDC will send to Revenue Service the respective notice to exempt the grant recipients from VAT and other indirect taxes. To do so, RSMEDP will provide information on the proxy budget for acquisitions (goods and services) subject to VAT exemption. Information will be communicated to Revenue Service by SDC towards the end of each quarter (x4 times a year).

4.1.2 PROCUREMENT FILING PROCEDURES/ CHECKLIST

Procurement dossier will be stored physically in a safe place and electronically on the Swisscontact SharePoint file. The procurement dossier consists of:

- Terms of Reference from Swisscontact
- Copy of the tender publication (if applicable)
- Technical proposal from the potential partner
- Proposed budget from the potential Partner
- Extract from registry of Entrepreneurs and Non-Entrepreneurial Legal Entities
- Bank Account details issued by the bank
- Self-declaration on Exclusion and Eligibility Criteria from potential partner
- Proof of compliance checks from Mercy Corps
- CVs of key experts
- Reference check letters
- Checks on Debtor's Register from the Ministry of Justice of Georgia
- Other supporting documents as per due-diligence check requirements
- Appointment of Evaluation Panel containing declaration of panel members on the objectivity, impartiality, and confidentiality
- Evaluation report including the recommendation of evaluation panel members on the award and approval/disapproval of decision-making authority
- Grant agreement signed by the successful applicant

- Procurement rules and procedures applicable for grant recipient
- Code of Conduct signed by successful applicant
- Checklists

The due diligence process is documented using the **Administrative Check List** (Annex 1).

4.1.3 EVALUATION

Evaluation Procedures: The process of evaluation starts with the **receipt of the applications**. Applications can be received either in sealed envelope or via indicated e-mail from the announcement. All received applications should be registered. The date/time of receipt should be marked in the registry. Applications received after the deadline will be disqualified. All the received applications are kept in safe and confidential place. After the deadline, the Evaluation Panel opens all the applications received within the deadline and does **administrative checks** of the applications against criteria from the announcement.

In case of non-material and clerical mistake, not to breach the principle of equal treatment, the Evaluation Panel may decide to request clarification of mistake or missing information from the potential partner within set deadline. All applications that passed administrative checks are subject to **eligibility and evaluation assessment**. The total evaluation of the proposal is generally divided into 70% for technical assessment and 30% for financial assessment. The evaluation is done by each member of the Evaluation Panel. The final score is the arithmetical average of the scores from the members of the Evaluation Panel members.

Evaluation Panel: the evaluation panel is appointed by the Team Leader, consisting of voting members: one programme specialist, one administrative staff and a chairperson and non-voting secretary (and observers if necessary). The members of the Panel will be drawn from the consortium and may include Swisscontact as well as Mercy Corps staff and Springfield experts. With Competitive National Tenders Swisscontact may invite thematic or sectoral local experts as observers onto the Evaluation Panel. Any of the evaluation panel members (voting, non-voting, or observers), who might have an actual or potential conflict of interest with the potential partner, must make a declaration and resign from the evaluation panel. Staff involved in the evaluation process must exhibit a high degree of confidentiality and not disclose any information regarding evaluation of proposals to others.

The Evaluation panel must produce an **Evaluation Report** including the recommendation for the Decision-Making Authority on successful organisation considering the technical qualifications of the organization and cost effectiveness of the proposed budget. The Decision-making authority (as per table above) makes the final decision based on the Evaluation Panel recommendation. If the decision of the decision-making authority deviates from the recommendation of the Evaluation Panel, then the risks of concluding partnership agreement with another partner should be assessed and consequences born by the decision-making authority. **Annex 3** provides a template for recording evaluation decisions.

4.2 AWARD PHASE

4.2.1 PARTNERSHIP AGREEMENT PREPARATION

The award phase starts with the approval of the recommendation from the Evaluation Panel. Once the recommendation is approved by the Decision-Making authority the Swisscontact sends out official letter of notification to the successful organisation. At the same time Swisscontact informs unsuccessful organisations (if applicable) in written form. Swisscontact prepares a **partnership agreement template** (see Annex 4). Partnership agreements have two types – type 1 is sub-titled ‘Grant Agreement’ for non-profit entities – type 2 is sub-titled ‘Targeted Funding Agreement’ (for for-profit entities as the grant funds cannot contribute directly to profits). Following the experience of consortium partner (Mercy Corps) in administering grants in Georgia, the sub-titles are included to communicate clearly to the Revenue Service the purpose of the agreement based on

Grant Windows

Procedures will be reviewed on a case-by-case basis depending upon the most appropriate modality to achieve the project objectives. It may be the case that a lower threshold grant window can follow the higher procedures but not vice versa depending upon the risk assessment. Also, a request for proposal or competitive tender process may be deployed for the grants with total budget lower than 50,000 CHF in order to reach wider coverage of the region. For example, a targeted regional small grants programme for business support services providers. In some cases, due diligence requirements may become stricter for lower value grants aligned with the procurement procedures.

the legal status of the partner. Partnership agreements signed by the Team Leader are sent to the successful organisation for countersignature. The agreement takes effect on the date of last signature unless otherwise stated in the text of the agreement. Actions that started before the contract signature are considered ineligible costs for the agreement.

4.2.2 DUE DILIGENCE REQUIREMENTS

Due diligence processes are concluded prior to signing of the partnership agreement. Due diligence process is done to evaluate the potential partner’s programmatic and financial capacity through desk review of the following documents:

Award by Invitation <u>1 – 49,999</u>	Request for Proposal <u>50,000-99,999</u>	Competitive National Tender <u>100,000-229,999</u>
<ul style="list-style-type: none"> • Extract from registry of Entrepreneurs and Non-entrepreneurial (Non-Commercial) Legal Entities • Copy of VAT payer’s certificate or VAT exemption letter • Bank Account Details issued by the bank • Self-declaration on Exclusion and Eligibility Criteria • Proof of compliance checks from Mercy Corps • CVs of key experts • At least 2 Reference checks (letters) (optional, depending on the risk assessment of the organisation) • Checks on Debtor’s Register from the Ministry of Justice of Georgia • Risk assessment interview records conducted by Fin/Admin Manager (optional) 	<p>In addition to the supporting documents of the Award by Invitation:</p> <ul style="list-style-type: none"> • At least 2 Reference checks (letters) • The act of Comparison from Georgian Revenue Services (optional, depending on the risk assessment of the organisation) • Financial statement of the organisation for the period of last 2 years (optional, depending on the risk assessment of the organisation) • Statement of the organisation’s annual turn-over for the last 2 years (optional, depending on the risk assessment of the organisation) 	<p>In addition to the supporting documents of the Request for Proposal:</p> <ul style="list-style-type: none"> • External Audit report for the last 2 years (optional, depending on the risk assessment of the organisation)

4.3 POST AWARD PHASE

The partner is fully responsible for the implementation of the project. The partner has the reporting obligations related to: 1) progress made towards the deliverables; and 2) financial execution. Swisscontact is responsible to monitor the implementation of the project and report to SDC.

4.3.1 PROGRESS AND PERFORMANCE MONITORING

Reports from partners: partners will be obliged in the partnership agreement to share brief report about their progress with regards to the responsibilities stated in the agreement in line with intervention indicators of the project. The reporting format is preliminary developed by the RSMEDP project and presented to the partners. The report submission will be required bi-monthly.

Performance Monitoring: In order to monitor the performance of the intervention/project monitoring staff together with the intervention staff will be conducting interviews and observation visits to partners to collect additional information in the implementation of the project. The collected data will be stored and assessed towards set goals and indicators with consideration of the set time frame and the quality of delivered services. Besides, the performance will be assessed on ongoing bases by the intervention lead and the data on the progress will be reflected in the EMON- data aggregation system.

4.3.2 FINANCIAL EXECUTION

Eligibility of expenditure: Eligible costs by the partner should meet the following criteria:

- they are listed in the proposed budget
- they are necessary for the implementation of the agreement

- they incur during the implementation period of the agreement
- They are reasonable, identifiable, and verifiable

Ineligible expenses are following:

- Expenses related to Value Added Tax (VAT)
- Expenses financed by another project or donor
- Expenses for travel exceeding the rates specified in the Operations Manual of Swisscontact
- Expenses related to the debt or other financial obligation of the partner towards other entity

Record Keeping: All the documentation related to the award procedure from successful or unsuccessful potential partners are kept in electronic format or in hard copy in a confidential and safe place. Swisscontact retains all the books and records related to the Partner agreement payments accurately and up to date in the accounting system. Supporting documents are kept in safe place. The documents are kept for 10 years as per Operations Manual of Swisscontact Georgia. They are available for donors and internal or external auditors.

4.3.3 MODIFICATION

Any **modification** to the agreement must be made before the expiration date in written by mutual agreement of the parties. Modification should not alter selection or award criteria mentioned in the tender announcement. The total budget of the contract can be amended and increased not more than by 25% of the total initial budget. In addition, the total value of the amended budget should stay in the same procurement threshold. Period of implementation of the agreement can be modified in a way that the length of period is increased max. by 50% of initial contract duration. All the modifications to the agreement undergo the same approval procedure as the original ones.

Budget modification of 25% of total budget between the budget headings is allowed through the written consent of Swisscontact.

4.3.4 REPORTING TO SDC

Information on grants disbursed under the project will be included as a section in the reports which follow the existing reporting schedule of the project. A table will be provided in the annex detailing the procurement procedure, partner, brief scope of the grant agreement, anticipated deliverables (outputs and outcomes – tagged to specific activities and results in the logframe), contract value, and dates. SDC will be consulted in the case of large grant volumes as per the thresholds indicated in Section 4.1.1 and a letter of no objection attained by the project prior to contracting.

5 Annex

ANNEX 1 ADMINISTRATIVE CHECK LIST

RSMEDP Grant Manual



Administrative check list

		N/A	Yes	No
1	Name of the applicant/co-applicants			
2	The application was received within deadline			
3	The application contains Application Form duly signed and dated			
4	The application contains proposal (optional)			
5	The application contains budget			
6	The application contains Declaration on Eligibility/Exclusion Criteria			
7	The application contains document from the Enterprenuer's Registry			
8	The application contains copy of VAT Certificate or VAT exempt letter			
9	The application contains Bank Account details issued by the Bank			
10	The application contrains Reference letters (optional)			
11	Tha application contacts CVs of experts			
12	The application contains financial statement of the organisation for the last 2 years (optional)			
13	The application contains statement of organisation's annual turnover for the last 2 years(optional)			
14	The application contacts the external audit reports for the last 2 years (optional)			

Signature

Date

ANNEX 2 APPLICATION FORM

APPLICATION FORM TEMPLATE

This form is a sample, for general information only. The fields will be changed on a case-by-case basis, depending on the specifics of each initiative/intervention. Some initiatives may require shortened application form together with a proposal from the applicants, others may include only detailed application form. The list of required documents and the fields of the application form will be defined by RSMEDP team per each initiative/intervention.

Reference:

1. General Information of the applicant

Name of the applicant (co-applicants)	
Address	
Website (if applicable)	
Tax identification code	
Authorised representative of the organisation (name, position, phone, e-mail)	
Contact person for this application (name, position, phone, e-mail)	

2. Overview of the proposed initiative

Title of initiative	
Duration (date to date)	
Geographical area of implementation (municipalities, regions)	
Total budget of the initiative (CHF)	
Requested amount for funding from the project (CHF)	
Co-financing amount from the applicant (if applicable) (CHF)	

3. Details of the proposed initiative

3.1 Context, problem statement, and objectives

Background information and problem/ opportunity statement	<i>What is the context and the problem statement?</i>
Proposed initiative to address the problem/ opportunity	<i>How does the proposed initiative address the problem?</i>
Overall objectives of the proposed initiative	<i>What is the objective(s) of this initiative?</i>
Target groups	<i>Who will benefit from the initiative and how?</i>

3.2 Business Model, Key Activities, and Sustainability

Business/ service provision model	<i>What is the business model and the product or service being introduced? Please draw the business model and indicate the innovation proposed</i>
Key Activities and outputs	<i>What are the planned activities to achieve these objective(s)? What outputs will be achieved?</i>
Sustainability	<i>Please indicate how the initiative will continue after the grant funds are used What is the business case for each player – service provider, recipient, other?</i>

3.3 Results, impacts and monitoring

Results	<i>Results are what will be achieved for those involved in the service delivery model (providing and receiving the services). Please quantify and qualify the results of the initiative in relation to the target group i.e. how many businesses will take up the new products/ services offered? How will they benefit?</i>
Wider impacts	<i>Wider impacts are on the level of rural people and communities: does it lead to any of the following:</i> <ul style="list-style-type: none"> - <i>Income increases for rural SMEs and/ or small holder farmers.</i> - <i>Employment for rural people</i> - <i>Improvement in work conditions for existing employees in rural businesses</i> - <i>Improvements in the control over financial resources for female or minority groups</i>
Monitoring	<i>How will we know when the impacts are achieved? What information will be collected and how will it be collected for you to know that the results and impacts are achieved?</i>

4. Risk Analysis

General risk analysis	Please indicate any risks related to the initiative and how they will be overcome/ mitigated?
Transversal Themes	<p><i>Are there any specific risks related to:</i></p> <ul style="list-style-type: none"> - <i>Environment</i> - <i>Gender and social inclusion</i> - <i>Conflict sensitivity</i> <p><i>How will these be overcome/ mitigated?</i></p>

5. Capacity and Experience of the Applicant

5.1 Capacity and motivation statement

Capacity	<i>Please describe your organisation's experience in the proposed area and capacity to deliver the initiative and achieve the results?</i>
Motivation	<i>Please describe why your organisation's motivation for engaging in the proposed initiative?</i>

5.2 Key personnel (CVs to be sent separately if required)

No	Name	Position	Role in the project

6. Proposed budget and workplan

6.1 Budget

	No of units	Unit cost	Total cost	Requested for funding %	Requested for funding amount	Co-financing from applicant %	Co-financing from applicant amount
Activity 1							
1.1							
1.2							
1.3							
Activity 2							
2.1							
2.2							
2.3							
Management costs							
3.1							
3.2							
3.3							
TOTAL:							

6.2 Timelines/ workplan

Please provide a chart or table with the key activities and timeframe clearly identified.

7. Declaration

I, undersigned, certify that the information given in the application form is correct and accurate.

Name:

Signature:

Date:

ANNEX 3 EVALUATION PANEL, FORM, REPORT, CONTRACTING CHECKLIST

A3.1 EVALUATION PANEL



Title/reference of grant proposal:

Evaluation Panel

Country Director, Richard Rose, in consultation with the Finance and Administration Manager, appointed the following staff as the evaluation panel members:

- 1
- 2
- 3

The evaluation panel members agree to participate in the evaluation of the proposals. They declare that, to the best of their knowledge, they have no conflict of interest with the applicants. There is no situation that could compromise their ability to evaluate proposals objectively and impartially. They will maintain high level of confidentiality concerning the information on applicants. Personal information contained in the proposals will be used only till the extent necessary for the evaluation of proposals in line with Law of Georgia on Personal Data Protection. They won't disclose any confidential information to another employee or a third party.

Evaluation panel members:

- 1

Date:
Signature:

- 2

Date:
Signature:

- 3

Date:
Signature:

Country Director
Date:
Signature:

A3.2 EVALUATION OF PROPOSALS FORM

Evaluator:

Award criteria	
As per ToR	70%
<i>Alignment with the overall goals of the project</i>	
<i>Level of entry point & Impact potential</i>	
<i>Business case (Value for Money)</i>	
<i>Partner capacity/ willingness</i>	
<i>Feasibility</i>	
<i>Compliance with transversal themes</i>	
Financial proposal	30%
A balance of financial and Award criteria <i>The lowest financial offer will obtain the maximum points assigned for the financial part, i.e. 100% - the other offers will be evaluated in proportion of the best.</i>	
Total points	

Proposal 1			Proposal 2			Proposal 3		
Evaluation committee member score	Value		Evaluation committee member score	Value		Evaluation committee member score	Value	
	0			0			0	
	0			0			0	
	0			0			0	
	0			0			0	
	0			0			0	
	0			0			0	
	0.00	7		0	7		0	7
	0.00			0.00			0.00	
	0.00	3.0		0.00	3.0		0.00	3.0
	0%	10.00		0%	10.00		0%	10.00

A3.3 EVALUATION REPORT



Title

Evaluation Report

Description of the procedure as per Grants Manual's threshold. No of applicants received within deadline. No of shortlisted applicants. Summary of evaluation of shortlisted applicants. Name of the applicant with the highest score and recommendation of the panel members. Proposed budget. Any other relevant info if applicable.

Evaluation panel members:

1

Date:
Signature:

2

Date:
Signature:

3

Date:
Signature:

Approved by:
Date:
Signature:

A3.4 CHECKLIST FOR CONTRACTING



Procurement Procedure: Award by Invitation, Request for Proposal, Competitive National Tender

Title/reference of grant project-----

		Name Signature
Initiator/Requestor:	Collects and checks all documents as per procurement procedure	

Verifier:	Validates dossier, checks availability in the budget. Checks correctness of the procedure as per thresholds. In case of derogation, checks Note to file. Checks arithmetical mistakes in the proposed budget Prepares draft Partnership Agreement	
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Approver:	Approves the dossier, signs Partnership Agreement	
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Remarks:

ANNEX 4 PARTNERSHIP AGREEMENT TEMPLATE

გრანტის ხელშეკრულება №08/02/22	GRANT AGREEMENT №08/02/22
წინამდებარე გრანტის ხელშეკრულება (შემდგომში ხსენებული როგორც: „ხელშეკრულება“) დაიწყო ქ. თბილისში 2022 წლის 08 თებერვალს შემდეგ მხარეებს შორის:	The present Grant Agreement (hereinafter referred to as: “ Agreement ”/Contract) is commenced on February 8 th 2022, in Tbilisi, by and between:
<p>ფონდი სვისკონტაქტ-ის წარმომადგენლობითი ოფისი საქართველოში- სვისკონტაქტ საქართველო, უცხოური არასამეწარმეო იურიდიული პირის ფილიალი (შემდგომში ხსენებული როგორც: „გრანტის მიმცემი“) (საიდენტიფიკაციო ნომერი: 404606752, იურიდიული მისამართი: საქართველო, თბილისი, მთაწმინდის რაიონი, აკაკი შანიძის ქუჩა N16, ბინა N5, ელ.ფოსტა: info.georgia@swisscontact.org)</p> <p>წარმოდგენილი მისი დირექტორის: რიჩარდ ალექსანდერ როუზ, 548485222 /დიდი ბრიტანეთისა და ჩრდილოეთ ირლანდიის გაერთიანებული სამეფო/ რომელიც მოქმედებს ფონდისა და ფილიალის დებულების/წესდების საფუძველზე და</p>	<p>Foundation Swisscontact Representative Office in Georgia - Swisscontact Georgia Legal Form: Branch Of Non-Entrepreneurial Legal Person (hereinafter referred to as: Grantor/Donor) (Identification number: 404606752, having its registered address: Georgia, Tbilisi, Mtatsminda district, Akaki Shanidze street N16, apartment N5, email: info.georgia@swisscontact.org)</p> <p>Represented by its country director: Mr. Richard Alexander Rose, 548485222 /United Kingdom of Great Britain and Northern Ireland/ acting on the basis of entity’s statute/charter</p> <p>And</p>
(ორგანიზაციის/ფიზ.პირის) (შემდგომში ხსენებული როგორც: „გრანტის მიმღები“) დასახელება (საიდენტიფიკაციო მონაცემები მის: ელ.ფოსტა დირექტორი/უფლებამოსილი წარმომადგენელი)	[Please indicate the requisites of contracting party hereinafter referred to as: (“ Grantee ”/”Grant recipient”)]
წინამდებარე ხელშეკრულებაში გრანტის მიმცემი და გრანტის მიმღები ერთობლივად იწოდებიან როგორც „მხარეები“, ხოლო ცალ-ცალკე „მხარე“	The “Grantor” and the “Grantee” shall collectively be referred to in this Agreement as the “Parties” and individually as the “Party”
პრეამბულა:	PREAMBLE:
ვინაიდან, მხარეები აცნობიერებენ წინამდებარე ხელშეკრულების სოციალურ და ეკონომიკურ მიზნებს;	WHEREAS , “Parties” acknowledge social and economic objectives of this Agreement;
ვინაიდან, გრანტის მიმცემი მოქმედებს, საქართველოს მთავრობასა და შვეიცარიის	WHEREAS , Grantor acts on the basis of Technical, Financial and Humanitarian

<p>კონფედერაციის მთავრობას შორის ტექნიკური, ფინანსური და ჰუმანიტარული თანამშრომლობის შესახებ“ 2005 წლის 17 იანვრის ხელშეკრულების საფუძველზე, 2021 წლის 29 სექტემბრის შვეიცარიის საგარეო საქმეთა ფედერალური დეპარტამენტის განვითარებისა და თანამშრომლობის შვეიცარიის სააგენტოს (შემდგომში: SDC) და სვისკონტაქტ საქართველს, მერსი ქორფსა და სპრინგფილდ ცენტრს შორის გაფორმებული სოფლად მცირე და საშუალო ბიზნეს განვითარების პროექტის იმპლემენტაციის მანდატის შეთანხმების (შემდგომში: ბირითადი „შეთანხმება“/პროექტის იმპლემენტაციის შეთანხმება/RSM DP) №81070976 ფარგლებში მინიჭებული აქვს უფლებამოსილება ამავე შეთანხმების, (GCB)-ის 2.1 პუნქტის შესაბამისად განსაზღვრული მანდატის ფარგლებში და ფლობს უფლებამოსილებას ამ ხელშეკრულების მიზნებისთვის იმოქმედოს როგორც გრანტის გამცემმა;</p>	<p>Cooperation by and between the Government of Georgia and the Government of the Swiss Confederation, dated by January 17th 2005, and Grantor is authorized to act as a Grantor, on the basis of paragraph 2.1 of (GCB) of Agreement between the Swiss Agency for Development and Cooperation (hereinafter referred to as: SDC) and SwissContact Georgia, Mercy Corps and Springfield Center, Agreement on the Implementation of the Project Mandate №81070976 (hereinafter referred to as: RSM DP/”Project implementation agreement”/”Basic Agreement”) dated by: September 29, 2021;</p>
<p>ვინაიდან, გრანტის მიმღები წარმოადგენს ორგანიზაციას, რომელიც დაფუძნებულია და მოქმედებს საქართველოს მოქმედი კანონმდებლობის შესაბამისად და სარგებლობს შესაბამის სფეროში მაღალი რეპუტაციით და საქართველოს კანონმდებლობით დადგენილი წესით უფლებამოსილია მიიღოს გრანტი;</p>	<p>WHEREAS, Grant recipient is an organization, duly incorporated under the laws of Georgia and has high reputation in the field where he/she operates, thus, has authority to receive grant(s) under the relevant laws of Georgia;</p>
<p>ვინაიდან, ვინაიდან გრანტის მიმღები აცხადებს გრანტის, რომ მას გააჩნია შესაძლებლობა და კვალიფიკაცია მისი წილი ამოცანების და მიზნების განსახორციელებლად ქვემოთ მითითებულ ვადებში;</p>	<p>WHEREAS, “Grantee” states and guarantees that he/she has the ability and qualification to meet the requirements of the Agreement in the below indicated time-frame;</p>
<p>ვინაიდან, გრანტის მიმცემი აცხადებს, რომ ამ ხელშეკრულების ფარგლებში გრანტის მიმღებისთვის გადაცემული ამ უკანასკნელის მიერ ფულადი სახსრები ან მატერიალური ფასეულობა, გამოყენებული უნდა იქნას მხოლოდ წინამდებარე ხელშეკრულებით გათვალისწინებული ამოცანებისა და მიზნებისთვის,;</p>	<p>WHEREAS, “Grantor” states that the grant and property transferred to or purchased by the “Grantee” in the scopes of this agreement shall be used for the purposes and objectives, outlined herein;</p>

გრანტის გამცემი/Grantor

გრანტის მიმღები/Grantee

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<p>ამდენად, პრეამბულის, როგორც ხელშეკრულების განუყოფელი ნაწილის მხედველობაში მიღებით, მხარეები თანხმდებიან შემდეგზე:</p>	<p>HEREOF, deeming the preamble as an integral part of the agreement parties agree as follows:</p>
<p>მუხლი 1. პროექტის ზოგადი აღწერილობა 1.1. (ამოცანები - მიზნები) -----</p>	<p>ARTICLE 1. GENERAL OVERVIEW OF THE PROJECT 1.1. [please indicate detailed aims /goals]</p>
<p>მუხლი 2. გრანტის ოდენობა და მისი გადახდის წესი</p>	<p>ARTICLE 2. AMOUNT OF GRANT AND TERMS OF PAYMENT</p>
<p>2.1 ამ ხელშეკრულებით განსაზღვრული დაფინანსების ოდენობა შეადგენს მთლიან გრანტის ოდენობის-- % (ლარში მითითება).</p>	<p>2.1 The total amount of the budget of this grant agreement is (-----)</p>
<p>2.2. იმ ბიუჯეტის ფარგლებში, რომელიც მოცემულია ამ ხელშეკრულების დანართი N1-ში (პროექტის ბიუჯეტი), გრანტის მიმცემი ვალდებულია არ იღებს აუნაზღაუროს გრანტის მიმღებს ის ხარჯები ან გადასცეს მას გრანტის სახით საწარმოო მასალები (ასეთის არსებობის შემთხვევაში) რომელიც აღემატება ამ ვალდებულებით გათვალისწინებულ თანხას.</p>	<p>2.2 Within the budget set forth in Annex № 1 to this Agreement (Project Budget), the Grantor shall not be liable to reimburse the Grantee for any costs incurred or to provide him / her with production materials (if any) in case of excess of the amount provided for in this Commitment.</p>
<p>2.3 გრანტის მიმცემი იტოვებს უფლებას შეაჩეროს გადარიცხვა და დაიბრუნოს გრანტის სახით გადარიცხული თანხა, თუკი ვრ მოხდება დანართი №1-ში (პროექტის ბიუჯეტი) და დანართი №2 (პროექტის კონცეფცია) გათვალისწინებული ვალდებულებების შესრულება და გრანტის მიზნობრივი ხარჯვა ან/და მოითხოვოს გრანტის მიმღების მიერ გრანტის თანხით შეძენილი მოძრავი/უძრავი ქონება ან/და მასალები დაფინანსების ფარგლებში, რომლებიც დეტალურად გაწერილია ხელშეკრულების დანართი №1 -ში. თუ გრანტის მიმღები არ შეასრულებს ამ ხელშეკრულების ფარგლებში გაწერილ ვალდებულებას, რაც ამ ხელშეკრულების წარმატებით შესრულებისთვის არის საჭირო.</p>	<p>2.3 The “Grantor” reserves its right to terminate money transfer and take back granted money if the “Grantee” does not spend purposely the total grant which is given in Appendix №1 (“Project Budget”) and Appendix №2 (“Concept of project”) or/and to take back the movable/non-movable assets and materials that were foreseen in the Appendix №1 (“Project Budget”). If the “Grantee” does not implement activities prescribed in under this agreement which is important for the successful implementation of the project.</p>
<p>2.4 თანხის გადახდა განხორციელდება ეროვნულ ვალუტაში უნაღდო ანგარიშსწორების გზით. გადახდის დღისთვის არსებული ეროვნული ბანკის მიერ დადგენილი ოფიციალური გაცვლითი</p>	<p>2.4 Payment will be made via bank transfer in national currency at the exchange rate of the National bank of Georgia on the day of payment.</p>

გრანტის გამცემი/Grantor

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<p>კურსის შესაბამისად. ანგარიშსწორება ხორციელდება ტრანშებად, დანართი №1 შესაბამისად.</p>	<p>Payment shall be made in tranches in accordance with Annex №1.</p>
<p>2.5 გრანტის მიმღები წინასწარ წარუდგენს გრანტის გამცემს მოთხოვნას, შესაბამის წერილობით ანგარიშთან ერთად. გრანტის გამცემი ხელმოწერით იღებს შესაბამისი დაფინანსების მოთხოვნაზე გაცემულ წერილობით ანგარიშს, რომლის შემდეგაც გადასცემს ფინანსურ განყოფილებას თანხის ჩარიცხვისთვის.</p>	<p>2.5 The Grantee submits to grantor pre-financing request or invoice for payment together with the narrative report. The grantor accepts the invoice for payment/or pre-financing request /narrative report by signature and hands it over to Finance Section for the payment.</p>
<p>მუხლი 3. მხარეთა უფლება-მოვალეობები</p>	<p>ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE PARTIES</p>
<p>3.1 გრანტის მიმცემი იღებს ვალდებულებას უზრუნველყოს გრანტის მიმღებისთვის წინამდებარე ხელშეკრულებით გათვალისწინებული ფულადი ერთეულის (ან დანადგარის, ასეთის არსებობის შემთხვევაში) დროული და სრული მიწოდება, გრანტის მიმღების მიერ მისი საქმიანობის შესახებ ინფორმაციის სრულად მიწოდების შემთხვევაში.</p>	<p>3.1 The “Grantor” takes liability of ensuring timely delivery of the money or the equipment (in case of existence) described in the agreement to the “Grantee”, after submission of all relevant information on the business by the “Grantee”.</p>
<p>3.2 პროექტის ხანგრძლივობააა _____ თვე. რომელიც ძალაში შდის ამ ხელშეკრულების ხელმოწერის მომენტიდან და გრძელდება --- -- თვის განმავლობაში.</p> <p>- პროექტის დასაწყისი -----</p> <p>- პროექტის დასასრული -----</p>	<p>3.2 The term of the project is ----- months, which is valid after the agreement is signed and lasts for ----- months.</p> <p>Project starting date: -----</p> <p>Project completion date: -----</p>
<p>3.3 გრანტის მიმღები პროექტის მსვლელობის პროცესში იღებს ვალდებულებას:</p> <ul style="list-style-type: none"> - უზრუნველყოს მიმდინარე პროექტის განხორციელების პროცესში თანამშრომელთა ჩართულობა, რაც გულისხმობს ადამიანური და ინტელექტუალური რესურსების მიზნობრივ გამოყენებას; - უზრუნველყოფს გრანტის გამცემთან დაკავშირებით ოფიციალური კორესპონდენციის წარმოება და დროული რეაგირება; 	<p>3.3 In the term of the project implementation period the Grantee takes liability to:</p> <ul style="list-style-type: none"> - To Ensure involving staff in the project which means purposed usage of existing human an intellectual resource; - Ensure managing and timely responding on project related official correspondence; - Ensure to fulfill the obligations defined by the agreement and its annexes.

გრანტის გამცემი/Grantor

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<p>- უზრუნველყოფს ამ ხელშეკრულების დანართებით გაწერილი ვალდებულებების ჯეროვანი შესრულება.</p>	
<p>3.4 გრანტის მიმღები პროექტის მსვლელობის პროცესში იღებს ვალდებულებას წარმოადგინოს ფინანსური დოკუმენტაცია გრანტის მიმცემის მიერ გრანტის სახით გაცემული თანხის მიზნობრივ ხარჯვაზე, ანუ ვალდებულებების შესრულებაზე, რომლებიც დეტალურად გაწერილია დანართი N1 (პროექტის ბიუჯეტი), ასევე წარმოადგინოს ხარჯვის დამადასტურებელი ფინანსური დოკუმენტაცია თავისი გახარჯული ბიუჯეტის სახით შესრულებულ ვალდებულებებზე, რაც ასვე გაწერილია დანართი N1, მოთხოვნიდან 10 სამუშაო დღის ვადაში.</p>	<p>3.4 Within the term of Project implementation period the “Grantee” takes liability to provide all required financial documentation to the “Grantor” according to the activities listed in Appendix #1 (“Project Budget”), also to provide spending verifying financial documentation of the” Grantee’s” co-investment, that is listed in Appendix #1 (“Project Budget”), within 10 days’ period after the relevant request.</p>
<p>3.5 გრანტის მიმცემი იღებს ვალდებულებას გრანტის მიმღების მიერ მიწოდებული ინფორმაცია ჩათალოს კონფიდენციალურად და არ გაამჟღავნოს არავტორიზებულ მესამე პირებზე.</p>	<p>3.5 The “Grantor” agrees to keep all the information related to the “Grantee’s” business confidential and do not transfer to third unauthorized Parties.</p>
<p>3.6 გრანტის მიმღები იღებს ვალდებულებას დაუშვას გრანტის მიმცემის წარმომადგენელი დაუბრკოლებლად, პროექტის მიზნობრიობის შესამოწმებლად და მისი მონიტორინგის განსახორციელებლად.</p>	<p>3.6 The “Grantor” takes liability to allow “Grantee’s” representative to check the proper usage of finances and agrees to participate in related monitoring activities.</p>
<p>3.7 გრანტის მიმღებმა უნდა წარუდგინოს გრანტის მიმცემს ან მის მიერ განსაზღვრულ ავტორიზებულ პირს ყოველთვიური ანგარიშის წერილობითი ვერსია, ყოველი მომდევნო თვის არაუგვიანეს 05 რიცხვისა. ყოველთვიური ანგარიში უნდა მოიცავდეს მხარეებს შორის შეთანხმებულ ყველა საკითხს და უნდა იყოს წარმოდგენილი შეთანხმებული ფორმატით.</p>	<p>3.7 The “Grantee” shall provide an electronic Monthly Report to the “Grantor” or any person/authorized designated by the “Grantor”, before the fifth day of the consecutive month. The Monthly Report shall address the issues as agreed by the parties and shall be made in accordance with the agreed format.</p>
<p>3.8 გრანტის მიმღების მიერ შესაბამისი არგუმენტაციის გარეშე ანგარიშის დროულად არ წარმოდგენა შესაძლოა გახდეს წინამდებარე ხელშეკრულების შეწყვეტის საფუძველი ამ ხელშეკრულების</p>	<p>3.8 Unjustified failure to timely submit reports by the” Grantee” may be the basis for termination of this Agreement in accordance with provisions of paragraph 4.2 of the</p>

გრანტის გამცემი/Grantor

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4.2 პუნქტის შესაბამისად.	agreement.
მუხლი 4. ხელშეკრულების შეწყვეტის წესი	ARTICLE 4. GROUNDS OF TERMINATION OF AGREEMENT
4.1 წინამდებარე ხელშეკრულება შეწყდება მისი ვადის ამოწურვისა და მხარეთა მიერ ნაკისრი ვალდებულებების სრულად შესრულების შემდეგ.	4.1 This Agreement shall be terminated by the execution of all the liabilities of the parties taken by the agreement.
4.2 გრანტის მიმცემი უფლებამოსილია შეწყვიტოს ხელშეკრულება, თუ გრანტის მიმღები დასაბუთების გარეშე ვერ შეასრულებს პროექტის მიზნებს ან/და ვერ წარადგენს ამ ხელშეკრულების 3.8 პუნქტით განსაზღვრულ ინფორმაციას, შეტყობინების მიღებიდან 15 დღის განმავლობაში და ვერ წარმოადგენს დამაკმაყოფილებელ ახსნა-განმარტებას.	4.2 The “Grantor” is entitled to terminate this Agreement, if the “Grantee” fails, without justification to fulfill the purpose of the project or will not present the information stipulated in 3.8 of the agreement for which finances has been made, after being given a notice, still fails to do so or to furnish a satisfactory explanation within 15 days of the receipt of the letter.
4.3 წინამდებარე ხელშეკრულება შესაძლებელია შეწყდეს სხვა დამოუკიდებელი მიზეზების გამო, რომლებიც არ არის გათვალისწინებული ამ ხელშეკრულებით, მაგრამ განსაზღვრულია მხარეთა უფლებამოსილი წარმომადგენლების მიერ ამავე საგანზე დადებულ სხვა შეთანხმებით.	4.3 This Agreement may be terminated by the “Parties” for other purposes not indicated herein, but stipulated in other agreements, on the same subject matter made between the same Parties.
4.4 წინამდებარე ხელშეკრულების შეწყვეტის სხვა სამართლებრივი საფუძვლები განისაზღვრება საქართველოს მოქმედი კანონმდებლობით, რაზედაც მხარეებმა ასეთი განზრახვის შესახებ წერილობით უნდა შეატყობინოს მეორე მხარეს 14 დღით ადრე.	4.4 This Agreement may be terminated for other legal grounds determined by the Georgia legislation. The Party has to notify the other Party about such intention in written form, 14 days prior to termination.
მუხლი 5. განსაკუთრებული პირობები	ARTICLE 5. SPECIAL CONDITIONS
5.1 მხარეები აღიარებენ და თანხმდებიან, რომ გრანტის მიმღების მიერ ამ ხელშეკრულების პერიოდში და საფუძველზე შექმნილ ნებისმიერი ფორმისა და შინაარსის ნაწარმოებზე და კანონმდებლობით განსაზღვრულ საავტორო და მომიჯნავე უფლებების ნებისმიერი ფორმისა და შინაარსის	5.1 The Parties acknowledge and agree that, in the term of the agreement any form and content of any form and content created by the Grantee under the framework of this agreement and any form and content of copyright and related rights as defined by the relevant law are reserved by SDC and / or

<p>ობიექტზე სრულად ვრცელდება SDC ან/და გრანტის გამცემის (იმ შემთხვევაში თუ სხვაგვარად არ იქნა SDC და გრანტის მიმღებს შორის წერილობით განსაზღვრული) ინტელექტუალური საკუთრების უფლება, რაც გამორიცხავს გრანტის მიმღების ნებისმიერ უფლებას და პრეტენზიას ამგვარი ნაწარმოების მიმართ.</p>	<p>the grantor (if not otherwise authorized by SDC and SwissContact) which excludes any right of claims of the grant recipient against such work.</p>
<p>5.2 მხარეები თანხმდებიან, რომ გრანტის მიმღებია უფლებამოსილია გამოიყენოს გრანტის გამცემის ლოგო და სახელი პროექტის მიზნებისთვის, წინასწარი წერილობითი თანხმობის შემთხვევაში.</p>	<p>5.2 The official logos and name of SwissContact, may only be used by the Grantee in connection with the agreement and with the prior written approval of Grantor.</p>
<p>5.3 ამ ხელშეკრულების შესრულებასთან დაკავშირებით ნებისმიერი სადაზღვევო ხარჯი ან/და კანონმდებლობით გათვალისწინებული სავალდებულო სადაზღვევო ხარჯები (ასეთის არსებობის შემთხვევაში) გაწეულ უნდა იქნას გრანტის მიმღების მიერ.</p>	<p>5.3 Any insurance costs incurred in relation with this agreement will be borne by the Grantee. The Grantee shall ensure that all compulsory insurances and statutory obligations are complied with. The Grantor will not bear any responsibility and costs related to the insurances.</p>
<p>5.4 წინამდებარე ხელშეკრულებაზე ხელმოწერით მხარეები ადასტურებენ, რომ ინფორმაცია, რომელიც კომერციულ საიდუმლოებას შეადგენს ან/და მხარეთა მიერ მიღებულია ზეპირი ან/და წერილობითი გზით წინამდებარე ხელშეკრულების შედგენის პროცესში, არის კონფიდენციალური და არ ექვემდებარება მისი მიმღები მხარის მიერ მესამე არაავტორიზებული პირებისათვის გამჟღავნებას. მხარეებს შორის არსებული კონფიდენციალურობის დაცვის ვალდებულება უვადოა და ძალაში დარჩება წინამდებარე ხელშეკრულების ვადის ამოწურვის და/ან მისი შეწყვეტის შემთხვევაშიც. კონფიდენციალურად მიიჩნევა ყველა სამეწარმეო, ტექნიკური, ფინანსური, ოპერატიული, ადმინისტრაციული, მომხმარებლის, მარკეტინგის, იურიდიული, ეკონომიკური, სამედიცინო და სხვა ინფორმაცია ნებისმიერი ფორმით (მათ შორის, წერილობითი, ზეპირი, ვიზუალური ან ელექტრონული ფორმით), რომელიც ეხება</p>	<p>5.4 By executing this Agreement, the parties acknowledge that information that constitutes a commercial secret and / or received in oral or/and written form by the parties in the process of concluding this agreement is confidential and is not subject to disclosure to third/unauthorized parties by the receiving party. The obligation of confidentiality between the parties is indefinite and will remain in force in case of expiration and / or termination of this agreement. All business, technical, financial, operational, administrative, consumer, marketing, legal, economic, medical and other information in any form (including written, oral, visual or electronic form) relating to the parties, business objectives and any agreements is considered confidential. (Memorandums concluded between and by the Parties, service agreements, etc.) and all related discussions and negotiations, which are announced</p>

გრანტის გამცემი/Grantor

გრანტის მიმღები/Grantee

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<p>მხარეებს, ბიზნეს მიზნებს და ნებისმიერ შეთანხმებებს (მხარეებს შორის დადებული მემორანდუმები, მომსახურების ხელშეკრულებები და ა.შ.) და მასთან დაკავშირებული ყველა დისკუსია და მოლაპარაკება, რომლებიც პირდაპირ ან ირიბად ცხადდება, ამ შეთანხმების თარიღამდე, მხარეების მიერ და/ან მხარეებს შორის და/ან მათი რომელიმე წარმომადგენელი.</p>	<p>directly or indirectly, before the date of this agreement, by the parties and / or between the parties and/or any of their representatives.</p>
<p>5.5. მხარეები თანხმდებიან, რომ ამ ხელშეკრულების/დანართ(ებ)ის ფარგლებში გაცვლილ პერსონალ ინფორმაციას არ გადასცემენ მესამე პირებს, მათ შორის პირდაპირი მარკეტინგის მიზნებისთვის. ამ ხელშეკრულების ფარგლებში გაცვლილი პერსონალური მონაცემები შენახული იქნება მხარეებთან ხელშეკრულების მოქმედების პერიოდში. მხარეები იღებენ ვალდებულებას, რომ პერსონალური მონაცემები დაამუშავონ მონაცემთა დაცვის შესახებ კანონით განსაზღვრული პრინციპების შესაბამისად.</p>	<p>5.5 The Parties agree not to transfer personal information exchanged under this Agreement (s) to third parties, including for direct marketing purposes. Personal data exchanged under this Agreement will be stored during the term of the Agreement with the Parties. The Parties undertake to process personal data in accordance with the principles established by the law on data protection.</p>
<p>5.6 გრანტის მიმცემი აცხადებს, რომ საგადასახადო კანონმდებლობით დადგენილი წესის შესაბამისად, წარმოადგენს საგადასახადო შეღავათით მოსარგებლე პირს (დღგ გათავისუფლება) და ასევე ხელშეკრულების ძალაში შესვლიდან გონივრულ ვადაში მოახდენს გრანტის მიმღების რეგისტრაციას საგადასახადო შეღავათით მოსარგებლეთა რეესტრში კანონით დადგენილი წესისა და პროცედურების შესაბამისად.</p>	<p>5.6 The Grantor guarantees that, he/she is registered as tax beneficiary (VAT exemption) in tax beneficiary registry in accordance with relevant tax law of Georgia. The grantor hereby admits that, in a reasonable time manner after commencement of the aforementioned agreement, he/she would register grantee in duly manner in tax beneficiary registry.</p>
<p>5.7 მხარეები თანხმდებიან, რომ უფლებამოსილი არიან დაუყოვნებლივ შეწყვიტონ წინამდებარე ხელშეკრულება იმ შემთხვევაში თუ, ერთ-ერთი ხელშემკვერელი მხარე დაარღვევს ამ ხელშეკრულებით გათვალისწინებულ ვალდებულებებს ან/და მონაწილე იქნება სხვაგვარად, თაღლითობის, კორუფციის ან/დ სხვა არასამართლებრივი ქმედებების საფუძველებით.</p>	<p>5.7 In the event of non-compliance or breach caused by fraud, mistake, misrepresentation, supervening impossibility, unlawful consideration, etc. by one of the parties of the obligations binding upon it, the other party may terminate the contract with immediate effect.</p>

<p>5.8 გრანტის მიმღები აცხადებს, რომ ხელშეკრულების ხელმოწერის და შესრულების განმავლობაში იგი არ იმყოფება ინტერესთა კონფლიქტში კანონმდებლობით გათვალისწინებული წესით.</p>	<p>5.8 The Grantee represents and warrants that no conflict of interest exists in the performance of the agreement at the date of the agreement.</p>
<p>5.9 იმ შემთხვევაში თუ, გრანტის მიმღებისთვის ცნობილი გახდება ინტერესთანკონფლიქტის/შეუთავსებლობის თაობაზე ხელშეკრულების მოქმედების ვადაში, რომელმაც შესლოა პოტენციურად იმოქმედოს ხელშეკრულების არაჯეროვან შესრულებაზე, იგი ვალდებულია დაუყოვნებლივ აცნობოს ამის თაობაზე წერილობით, გრანტის გამცემს.</p>	<p>5.9 Immediately upon becoming aware of the existence, or possibility of a conflict of interest, the Grantee notifies the Grantor in writing and takes all necessary measures to end any situation that could compromise the impartial and objective performance of the agreement.</p>
<p>5.10 გრანტის მიმღები ვალდებულია, ხელშეკრულებით განსაზღვრული პროექტის განხორციელების პროცესში უზრუნველყოფს წარმოქნილი საყოფაცხოვრებო ნარჩენების მართვა, საქართველოს კანონი, ნარჩენების მართვის კოდექსის მოთხოვნების შესაბამისად.</p>	<p>5.10 In the term of the agreement. grantee shall ensure the management of the generated household waste during the whole period of the commercial activity, in accordance with the requirements of the Waste Management Code of Georgia.</p>
<p>მუხლი 6. მარეგულირებელი სამართალი და ვების გადაწყვეტა</p>	<p>ARTICLE 6. APPLICABLE LAW AND DISPUTE RESOLUTION</p>
<p>6.1 წინამდებარე ხელშეკრულება შედგენილია და რეგულირებულია საქართველოს კანონმდებლობის შესაბამისად, იმ საერთაშორისო კერძო სამართლის იმ ნორმების გამორიცხვით, რომელთაც შესაძლოა მიუთითონ სხვა სამართლის გავრცელებაზე.</p>	<p>6.1 The Agreement shall be governed by and construed in accordance with the laws of Georgia, excluding any choice of law rules that would direct application of laws of another jurisdiction.</p>
<p>6.2 წინამდებარე ხელშეკრულებიდან წარმოშობილი და მასთან კავშირში მყოფი ყველა დავა გადაწყდება მოლაპარაკების გზით. 30 (ოცდაათი) კალენდარული დღის ვადაში შეთანხმების მიუღწევლობის შემთხვევაში, დავა გადაწყდება ექსკლუზიურად საქართველოს სასამართლოების მიერ, დავას განიხილავს ქ. თბილისის საქალაქო სასამართლო.</p>	<p>6.2 All disputes arising from or related to this Agreement shall be settled through negotiation. In case the negotiation is not successful within 30 (thirty) calendar days, then the dispute shall be exclusively adjudicated by the courts of Georgia, case will be considered by the Tbilisi City Court.</p>
<p>6.3 მხარეების მიერ წინამდებარე ხელშეკრულების ხელმოწერის შედეგად, მხარეები თანხმდებიან რომ, „გრანტის</p>	<p>6.3 By signing this Grant Agreement, the Parties agree that in accordance with Article 268(1)¹ of the Civil Procedure Code of</p>

გრანტის გამცემი/Grantor

გრანტის მიმღები/Grantee

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<p>გამცემის"-ის სასარგებლოდ პირველი ინსტანციის სასამართლოს მიერ მიღებული გადაწყვეტილება (მათ შორის „გადახდის ბრძანება“) უნდა მიექცეს დაუყოვნებლივ აღსასრულებლად საქართველოს სამოქალაქო საპროცესო კოდექსის 268-ე მუხლის¹ ნაწილის შესაბამისად.</p>	<p>Georgia, decision of the court of first instance on any dispute arising out of this Agreement shall become subject to immediate enforcement.</p>
<p>მუხლი 7. ფორს-მაჟორი</p>	<p>ARTICLE 7. FORCE-MAJEURE</p>
<p>7.1 ხელშეკრულებით გათვალისწინებული ნებისმიერი მოთხოვნის შეუსრულებლობა არ გამოიწვევს ხელშეკრულების დარღვევას, თუ ასეთი შეუსრულებლობა წარმოადგენს ფორს-მაჟორული გარემოებების პირდაპირ შედეგს, და რომლისგან დაცვა და რომლის თავიდან აცილებაც შეუძლებელია მიუხედავად მხარის ძალისხმევისა. ასეთი საგანგებო გარემოებები შეიძლება მოიცავდეს, თუმცა არ შემოიფარგლებოდეს წყალდიდობით, ხანძრით, მიწისძვრითა და სხვა ბუნებრივი კატასტროფებით, ისევე, როგორც ომით, საომარი მოქმედებებით, გაფიცვებით, სახელმწიფოს სამართლებრივი აქტებით. ფორს-მაჟორულ გარემოებებთან დაკავშირებით, აღნიშნული პუნქტის გარდა, საერთაშორისო სავაჭრო პალატის რეგულაციებს გამოიყენებენ.</p>	<p>7.1 Failure in fulfilling of any requirements of the present Agreement is not considered to be the breach of the Agreement, if such failure is a direct result of force-majeure circumstances, which couldn't be contemplated and avoided by the above mentioned party regardless of its effort. These extraordinary circumstances include, but are not limited by flood, fire, earthquake and the other natural disasters, as well as war, hostilities, strike, state legislative acts. In relation with the force-majeure circumstances beyond of the above mentioned paragraphs the parties will use the regulations of the International Chamber of Commerce.</p>
<p>7.2 მხარე, რომელიც ფორს-მაჟორული გარემოებების შესახებ განაცხადებს, თავისუფლდება წინამდებარე ხელშეკრულებით გათვალისწინებული ნებისმიერი ვალდებულებებისგან, მაგრამ, მხოლოდ იმდენად, რამდენადაც, არსებული ფორს-მაჟორული გარემოებები არ იძლევა ასეთი ვალდებულებების შესრულების შესაძლებლობას.</p>	<p>7.2 The Party declaring force majeure circumstances is made free from any obligations under the present Agreement, but only insofar as the present force-majeure circumstances do not permit carrying out such obligations.</p>
<p>7.3 მხარე, რომელიც ფორს-მაჟორული გარემოებების შესახებ განაცხადებს, თავისუფლდება წინამდებარე ხელშეკრულებით ნაკისრი ყველა ვალდებულებისგან, მხოლოდ ვალდებულების შესრულების იმ ვადის გონივრული გაგრძელებით, რომელიც შეზღუდულ ან, გაშვებულ იქნა ფორს-მაჟორული გარემოებების გამო.</p>	<p>7.3 The Party declaring force majeure circumstances is made free from any obligations under the present Agreement, but only insofar as the present force-majeure circumstances do not permit carrying out such obligations shall be granted reasonable prolongation of the term for fulfilling of the obligations, which were limited or late due</p>

	to the force-majeure circumstances.
მუხლი 8. გარდამავალი დებულებები	ARTICLE 8. MISCELLANEOUS
8.1 წინამდებარე ხელშეკრულება ძალაში შედის მხარეთა მიერ მისი ხელმოწერის მომენტიდან.	8.1 This Agreement enters into force upon the execution of the signature of the Parties.
8.2 წინამდებარე ხელშეკრულებაში შეტანილი ცვლილება ან დამატება ნამდვილია, თუ წერილობით არის შესრულებული, დათარიღებულია და ხელმოწერილია მხარეების მიერ.	8.2 No addition or amendment to this Agreement shall be made valid, unless it is writing, is dated and signed by the Parties.
8.3 თუ წინამდებარე ხელშეკრულების რომელიმე დებულება არის ან მიჩნეულ იქნება აღუსრულებლად, ამგვარი აღუსრულებლობა გავლენას არ მოახდენს სხვა დებულებებზე, აღნიშნულ შემთხვევაში მხარეებმა უნდა ითანამშრომლონ, რომ აღსრულებელი დებულება შეცვალონ აღსრულებადი ისეთი ნორმით, რომელიც ყველაზე ახლოს დგას აღსრულებელი ნორმის იურიდიულ და ეკონომიკურ შინაარსთან.	8.3 If any provision of this Agreement shall be or become unenforceable for any cause whatsoever that shall not affect the other provisions hereof, and in such event the Parties hereto shall endeavor to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of said provision.
8.4 წინამდებარე ხელშეკრულება წარმოადგენს ერთიან შეთანხმებას მხარეებს შორის ხელშეკრულების საგანთან მიმართებით. იგი უპირატესი ძალის მქონეა მხარეების წინარე ხელშეკრულებებთან და შეთანხმებებთან მიმართებით.	8.4 This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of the Agreement. It supersedes all prior agreements and understandings between the Parties.
8.5 წინამდებარე ხელშეკრულებაში სათაურები მითითებულია მხოლოდ მოხერხებულობისათვის და არ ენიჭება მნიშვნელობა ხელშეკრულების ხელშეკრულების შინაარსის განსაზღვრის ან ხელშეკრულების ინტერპრეტაციის დროს.	8.5 The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of the Agreement.
8.6 მხარისათვის გაცემული ნებისმიერი შეტყობინება უნდა იყოს წერილობით (შემდეგში “შეტყობინება”) და ჩაითვლება მიღებულად თუ იქნება ჩაბარებული პირადად ან კურიერის მეშვეობით ან წინასწარ გადახდილი რეგისტრირებული ფოსტის მეშვეობით მეორე მხარის	8.6 Any notice submitted to the Parties shall be in writing (the “Notice”) and shall be considered as duly received if hand-overed personally or delivered by courier or sent by prepaid registered mail service to the address of other Party, indicated herein, or to the duly changed address after the signing of

<p>მისამართზე, რომელიც მითითებულია წინამდებარე ხელშეკრულებაში ან სათანადოდ შეცვლილი წინამდებარე ხელშეკრულების დადების შემდეგ. ნებისმიერი შეტყობინების მიღების დასამტკიცებლად, საკმარისი იქნება იმის დადასტურება, რომ წერილის შემთხვევაში წერილზე დასმულ იქნა საფოსტო მარკა, იქნა დაწერილი მისამართი და გაგზავნილი. კომუნიკაციის უპირატესი ფორმა არის ელექტრონული მეილით კომუნიკაცია, რომელიც ხორციელდება შემდეგ მისამართებზე:</p>	<p>this Agreement. Any notice hand over personally or delivered by courier will be considered as duly received the same day. In case of written mail the postal stamp, written delivery address and fact of sending is enough for verifying the delivery. The preferential form of the communication between the Parties is the communication via e-mails on the following addresses:</p>
<p>ელ.ფოსტა: info.georgia@swisscontact.org</p> <p>ელ.ფოსტა: / _____ /</p>	<p>Email: info.georgia@swisscontact.org</p> <p>Email: / _____ /</p>
<p>8.7 წინამდებარე ხელშეკრულება შედგენილია ინგლისურ და ქართულ ენებზე 3 (სამი) იდენტური ძალის მქონე დოკუმენტად. თითოეულ მხარეს გადაეცემა თითო ეგზემპლარი, ერთი ეგზემპლარი გრანტის გამცემის მირ წარედგინება შემოსავლების სამსახურს, საგადასახადო შეღავათების რეესტრში რეგისტრაციისათვის. ინგლისურ და ქართულ ენებზე შედგენილ ვერსიებს შორის წინააღმდეგობის აღმოჩენის შემთხვევაში, ინგლისური ვერსია არის ყოველმხრივ უპირატესი.</p>	<p>8.7 This Agreement is executed in English and Georgian language in 3 (three) original copies having equal legal power. Each Party is given 1 (one) copy of the Agreement, and 1 (one) copy is presented by the grantor to the LEPL Revenue Service for the purposes of registration to tax benficiray registry. In case of inconsistencies between English and Georgian versions, the English version prevails in all respects.</p>
<p>მუხლი 9. მხარეთა რეკვიზიტები</p>	<p>ARTICLE 9. REQUISITIES OF THE PARTIES</p>
<p>გრანტის გამცემი:</p> <p>სვისკონტაქტის წარმომადგენლობითი ოფისი საქართველოში - სვისკონტაქტ საქართველო</p> <p>დირექტორი: რიჩარდ ალექსანდერ როუზ, 548485222 /დიდი ბრიტანეთისა და ჩრდილოეთ ირლანდიის გაერთიანებული სამეფო/</p>	<p>GRANTOR:</p> <p>Foundation Swisscontact Representative Office - SwissContact Georgia</p> <p>Represented by its country director: Richard Alexander Rose, 548485222 /United Kingdom of Great Britain and Northern Ireland/</p>

ხელმოწერა: / _____ /	Signature : / _____ /
გრანტის მიმღები: [დასახელება -----] უფლებამოსილი წარმომადგენელი: ხელმოწერა: / _____ /	GRANT RECIPIENT [Name of the organization, authorized representative-----] Signature: / _____ /
გადავთარგმნე ტექსტი და პასუხს ვაგებ თარგმანის სისწორეზე: სახელი გვარი (პ/ნ -----) ხელმოწერა: / _____ /	I have translated the text and certify the correctness of the translation: Name Surname (P/N) Signature: / _____ /

THE FOLLOWING ANNEXES ARE INTEGRAL PART OF THIS CONTRACT:./ დანართ(ებ)ი წარმოადგენს ხელშეკრულების განუყოფელ ნაწილს:

- Procurement rules and procedures applicable for grant recipient
- Terms of Reference;
- Application form;
- Proposal from the Grantee;
- Budget;
- Code of Conduct;
- Bank account number and details;
- Extract from the entrepreneurs' registry;
- VAT registration certificate;
- CVs;
- References.

დანართი №1 საგრანტო ხელშეკრულება 08/02/22-ზე	APPENDIX №1 TO THE GRANT AGREEMENT N08/02/22
პროექტის ბიუჯეტი	Budget of Project
მხარეები აცხადებენ და თანხმდებიან რომ წინამდებარე დანართი №1 წარმოადგენს	Parties hereby acknowledge and admit that present Appendix №1 if an integral part of

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გრანტის გამცემი/Grantor
/ _____ /

გრანტის მიმღები/Grantee
/ _____ /

ზემოხსენებული განუყოფელ ნაწილს.	ხელშეკრულების	aforementioned Agreement.

დანართი №2 საგრანტო ხელშეკრულება 08/02/22-ზე	APPENDIX №2 TO THE GRANT AGREEMENT N08/02/22
პროექტის კონცეფცია/აღწერილობა	Concept of Project
მხარეები აცხადებენ და თანხმდებიან რომ წინამდებარე დანართი №2 წარმოადგენს ზემოხსენებული ხელშეკრულების განუყოფელ ნაწილს.	Parties hereby acknowledge and admit that present Appendix №2 if an integral part of aforementioned Agreement.

გრანტის გამცემი/Grantor

გრანტის მიმღები/Grantee

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ANNEX 5 PROCUREMENT RULES FOR SUB GRANTEES

Procurement Rules and Procedures for buying Goods and Services

1. General principles

This guideline is intended for contractors of Swisscontact Georgia. Contractor manages a transparent procurement process designed to maximise value for money and ensures full accountability for procurement decisions which are made based on actual needs. The contractor should follow public procurement principles of transparency, equal treatment, proportionality, non-discrimination and competition for all the procurement procedures.

Contractors of Swisscontact must comply with the statutory provisions of Federal Department of Foreign Affairs within the Rural Small and Medium Enterprise Development project.

2. Types of procurement processes

Swisscontact contractor should follow one of the below mentioned procurement processes whereas competitive tendering shall be used whenever possible. Swisscontact contractor should choose a procedure that creates more competition. The competition helps to lower the risk of conflict of interest and reduce instances of corruption.

Procedures are the following:

Procurement process	Value	Object of procurement	Method of procurement	Authorizing authority
Petty Cash	Up to 100 CHF	Goods and services	Shopping	Management of the organisation
Micro-purchasing	Up to 1,000 CHF	Goods, services	Direct award	Management of the organisation
Small purchasing	1,001-2,999 CHF	Goods, services	At least three offers	Management of the organisation
Competitive tender	From 3,000 CHF	Goods, services	Open/closed national tender	Management of the organisation and Swisscontact representative

- **Petty cash:** Used for incidental daily expenses and for routine purchases of low value (less than 100 CHF) readily available goods, services. the purchase requester shall describe reasons for purchase, specifying the relevance of the purchase to the activities of the grant or provide other information that justifies the purchase
- **Micro-purchasing:** used for goods, services above petty cash value up to 1,000 CHF. These purchases must be approved by the Management of the organisation. The organisation can approach directly one vendor and request offer. If the price of the offer is within reasonable market price, then organisation can proceed with the purchase.
- **Small purchasing:** used for goods, services above micro-purchasing value from 1001 CHF to 2,999 CHF. Organisation should seek for at least 3 offers from different vendors. Received offers should be in written form signed and stamped. Evaluation form must be completed including all the offer details. Selection must be approved by the management of the organisation
- **Competitive tender:** from 3,000 CHF a tender must be run. A procurement notice is published in the printed/electronic media. This procurement process must be approved by the management of the organisation and Swisscontact representative.

Individuals who award or manage procurement procedures must be impartial and not have close ties with tenderers or contractors. They should make a declaration of impartiality in writing. Where a conflict of interest or the potential conflict of interest exists, the Swisscontact should be informed without delay.

3. Evaluation of bids

Bids must be evaluated according to the criteria informed in the tender document. An evaluation panel must represent at least 2 (two) members representing Swisscontact contractor and 1 (one) member from Swisscontact.

The panel judges whether the offers are valid. Valid offers are evaluated and scored individually by the respective members based on the criteria. Invalid offers are rejected.

Scoring is dependent on the type of goods or service (mentioned in the table below) to be procured. The bidding organisation(s) with the highest weighted ranking, as set by the criteria, will be selected. It is not necessary that the cheapest priced proposal should be selected, the key principle is that the selected proposal demonstrates that the organisation can best meet tender requirements with a balance of financial and technical criteria i.e. is the best 'value for money'.

TYPE	Description
Quality Cost Based (QCB)	This procedure will require that the selection criteria be divided into two parts: Technical (70% of the total possible score), Financial (30% of the total possible score).
Quality Based (QB)	In circumstances involving highly complex or specialized goods and services, or for safety and security reasons, it may be necessary for the technical proposal to represent up to 100% of the total possible score. The individual/firm obtaining the highest score will be selected if the cost/negotiated cost is within the allotted budget. In this case, a justification of the value for money needs to be documented.
Cost Based (CB)	In circumstances involving routine administrative purchases where the specification of goods and services are fixed by SC-GEO, it may be appropriate for the financial proposal/bidding price represent up to 100% of the total possible score.

The evaluation process shall be properly documented. The decision shall be signed by all members. The documents shall be retained in the procurement file for that activity for future reference. If no ideal bids are found, the panel has the discretion to go through the whole process again or enter into direct negotiations with a preferred bidder from among the qualifying organisations.

4. Order / Contract Splitting

The process known as "order or contract splitting", where a procurement activity is split into two or more parts in order to remain below an approval threshold, is forbidden under any circumstances.

5. Other remarks

The purpose and objective of the procurement should be in line with the grant agreement between the Swisscontact Georgia and contractor. The duration of sub-contract should not go beyond the main grant agreement duration. Swisscontact contractor should ensure that the organisation, which has been selected as a result of competition undergoes due-diligence process. It has to accept and follow the Code of Conduct of Swisscontact. Procurement related documents should be kept for 10 years for auditing purposes.