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REQUEST FOR PROPOSAL (RFP)
(Services)

NAME & ADDRESS OF FIRM	DATE: October 9, 2017
	REFERENCE: UNDP Project "Supporting Public Administration Reform In Georgia" #00095872

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Video Production and Design Services** for the project Supporting Public Administration Reform in Georgia, as detailed in attached hereto Annex 1 Description of Requirements and Annex 3 Terms of Reference (TOR). While preparing your Proposal, please be guided by the form attached hereto as Annex 2.

Proposals may be submitted on or before 17:00 (Tbilisi Local Time) **Monday, October 23, 2017**, via courier mail to the address below:

United Nations Development Programme
UN House, 9 Eristavi St., Tbilisi, 0179 Georgia
Attention: Ms. Irine Sulava, Communications Specialist
irine.sulava@undp.org 599 57 91 05

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

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you


have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Nana Tsiklauri
Project Manager
October 9, 2017

Description of Requirements

Context of the Requirement	The overall objective of the required services is to develop a promotional video and profile-raising communicational package design to promote and market Georgian e-government best practices and e-government solutions under single e-Georgia brand- Competency Center .
Implementing Partner of UNDP	LEPL Data Exchange Agency (DEA) – Ministry of Justice of Georgia
Brief Description of the Required Services	<p>The purpose of this assignment is to raise awareness on Competency Center- a key marketing, training and advisory institution to promote Georgian e-government best practices and e-government solutions in country and abroad. To achieve this, contractor is asked to fulfil the following tasks:</p> <ul style="list-style-type: none"> • Design layout for Competency Centre’s communicational package: flyers (8), posters (8) and folder (1). Key content includes but is not limited to: e-governance practices, e-services, citizen portal (my.gov.ge), information and cyber security and other. Languages: Georgian/English • Develop and submit at least two concepts of a promotional video (12 minutes) that can be further split into 8 sub adverts. The video will focus on sending out a clear message about the key best practices Competency Center can offer its target audience. Key services including but not limited are: (1) Justice House and Community Centers; (2) Citizen’s Portal; (3) Trade Facilitation System; (4) Data Exchange Infrastructure; (5) Data Exchange Agency (6) Cyber Security; (7) e-services and e-management and (8) Qualified Electronic Signature. • Develop script and story-board of a promotional video (subverts) using a key artistic, intuitive and creative element with the filming technique not limited to live action, animation, mix of two or any other type of artistic expression. • Production of a promotional video by employing excellent technical capacities-all necessary lighting, camera, sound systems, filming equipment to ensure maximum quality of the end-products. Languages: Georgian/English <p><i>For more details, please refer to attached hereto Annex 3 Terms of Reference (TOR)</i></p>
List and Description of Expected Outputs to be Delivered	<p>Expected Outputs and Deliverables of service provider are as follows:</p> <p>Deliverable 1: Design layout of the Communicational Package (flyer(s), poster(s) and folder)</p> <p>Deliverable 2: Two concepts of a promotional video</p> <p>Deliverable 3: Script and Storyboard for a promotional video</p> <p>Deliverable 4: A promotional video (HD quality)</p> <p><i>Note: For more details, please refer to attached Annex 3 Terms of Reference (TOR).</i></p>
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Manager, UNDP Communications Analyst, UNDP Communications Specialist and the National Project Counterpart
Frequency of Reporting	Service provider will arrange weekly debriefing meetings on the activities conducted providing draft illustrative materials corresponding with schedule of activities, progress achieved, as well as challenges along the implementation process.
Location of work	Location: Tbilisi, Georgia
Expected duration of work/services	4-month period
Target start date	November 1, 2017
Latest completion date	March 1, 2018

Special Security Requirements	N/A																	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A																	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required																	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																	
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <i>Note: For proposals submitted in other currencies than UNDP preferred currency, conversion will be done based on UN operational exchange rate (UNORE) at the date of the Bid Opening.</i> Payment to local companies will be done in Georgian Lari according to UN official exchange rate at the date of payment.																	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																	
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																	
Payment Terms	<table><thead><tr><th>Deliverables</th><th>%</th><th>Timing</th><th>Condition for Payment Release</th></tr></thead><tbody><tr><td>Upon provision of Deliverable 1: Design layout of the Communicational Package (flyer(s), poster(s) and folder) and Deliverable 2: Two concepts of a promotional video</td><td>30%</td><td>December 1, 2017</td><td rowspan="3">Within thirty (30) days from the date of meeting the following conditions: a) Upon Approval and acceptance of deliverables by UNDP and Data Exchange Agency (DEA) b) Receipt of invoice from the Service Provider. All contractual payment for Georgian Companies will be made in GEL according to UN Official rate of exchange at the date of payment.</td></tr><tr><td>Upon provision of Deliverable 3: Script and Storyboard for a promotional video</td><td>20%</td><td>December 20, 2017</td></tr><tr><td>Upon provision of Deliverable 4: A promotional video (HD quality)</td><td>50%</td><td>February 25, 2018</td></tr></tbody></table>				Deliverables	%	Timing	Condition for Payment Release	Upon provision of Deliverable 1: Design layout of the Communicational Package (flyer(s), poster(s) and folder) and Deliverable 2: Two concepts of a promotional video	30%	December 1, 2017	Within thirty (30) days from the date of meeting the following conditions: a) Upon Approval and acceptance of deliverables by UNDP and Data Exchange Agency (DEA) b) Receipt of invoice from the Service Provider. All contractual payment for Georgian Companies will be made in GEL according to UN Official rate of exchange at the date of payment.	Upon provision of Deliverable 3: Script and Storyboard for a promotional video	20%	December 20, 2017	Upon provision of Deliverable 4: A promotional video (HD quality)	50%	February 25, 2018
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Upon provision of Deliverable 4: A promotional video (HD quality)	50%	February 25, 2018																
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Project "Supporting Public Administration Reform in Georgia" – Project Manager UNDP Communications Analyst UNDP Communications Specialist National Counterpart																	

Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full Acceptance of the UNDP Contract General Terms and Conditions (GTC) attached as Annex 4. This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of GTC may be grounds for the rejection of proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%) Maximum Obtainable Scores 70</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR 20% <input checked="" type="checkbox"/> Qualification of Personnel proposed for implementing required services 20% <p><u>Financial Proposal (30%) Maximum Obtainable Scores 30</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>The technical proposal is evaluated on the basis of its responsiveness to the Annex 1 Description of Requirements and Annex 3 Terms of Reference (TOR) and scoring is allocated in accordance with Annex 5. If the Offeror does not meet any of the minimum technical qualification criteria/requirements given in Annex 5, it will be given a score zero "0" and will be automatically disqualified and there is no more need for further evaluation of the disqualifying offeror.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Description of Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 4) <input checked="" type="checkbox"/> Technical Proposal Evaluation Form (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<p>Irine Sulava <i>Project Communications Specialist</i> Irine.sulava@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL
(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery)

Tbilisi, Georgia
 XXX, 2017

To: Ms. Irine Sulava,
 UNDP Georgia, Project "Supporting Public Administration Reform in Georgia through the Governance Reform Fund"

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 10/9/2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The service provider must have:

1. *At least 3 years of working experience in providing design and video production materials (min requirement);*
2. *At least 1 project carried out for International Organization(s) or State Institution(s) (min requirement);*
3. *A yearly turnover of the last year no less than 200,000 GEL (min requirement);*
4. *Certificates and Accreditation (if any) of national/international recognition in advertisement/marketing/communications field will be an asset;*
5. *List of key personnel along with CVs and samples of work.*

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

- a) *Profile – describing the nature of business, field of expertise;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification (if applicable);*
- c) *Detailed bank requisites;*
- d) *Qualification Record (Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references and 3 samples of design (3) and video materials (3) elaborated by the company within the framework of the previous projects - (min requirement).*

B. Proposed Methodology for the Completion of Services

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

C. **Qualifications of Key Personnel**

The Service Provider must provide:

a) Names and qualifications of the key personnel:

At a minimum:

- (1) **One (1) Team Leader**, designated contact person, responsible for overall management and implementation of above mentioned Video Production and Design Elaboration Services – with minimum of three (3) previous project over his/her oversight. CV must contain description of previous projects and organizations) (**min requirement**);
 - (2) **One (1) Designer** – responsible for elaboration of communicational package on Competency Center- with experience of minimum 3 previous branding and design projects. (**min requirement**); CV must contain samples of three (3) branding and design previous projects;
 - (3) **One (1) Production Director** will be responsible for overall concept, scenario, filming and finalization of a Promotional Video – with minimum three (3) projects of work experience in producing short documentaries, social features and public service announcements. CV must contain samples of three (3) previous video production projects; (**min requirement**);
 - (4) **One (1) Translator** of English and Georgian Languages, responsible of oversighting the accuracy of the narrative and proof-reading the materials- with three (3) years experience in translation, interpretation and editing. (**min requirement**);
- b) CVs demonstrating qualifications must be submitted;**
- c) Written confirmation from each personnel that they are available for the entire duration of the contract must be submitted.**

D. **Cost Breakdown per Output***

	Output <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1: Design layout of the Communicational Package Deliverable 2: Two concepts of a promotional video	30%	
2	Deliverable 3: Script of a Promotional Video	20%	
4	Deliverable 4: A promotional video	50 %	
	Total	100%	

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

Cost Breakdown by Cost Component [*This is only an Example*]:

Description of Activity	Remuneration cost per hour	Total Period of Engagement	Cost per service/ per item	Total Rate
I. Personnel Services				
Team Leader (1)				
Designer (1)				
Production Director (1)				
Translator (1)				
Other team member(s) (<i>if deemed appropriate by the service provider</i>)				
II. Other Related Costs (Please specify)				

*[Name and Signature of the Service Provider's Authorized
Person]*

[Designation]

[Date]

Term of Reference (TOR)
Video Production and Design Services for the project
Supporting Public Administration Reform in Georgia

1. UNDP Project Title

Supporting Public Administration Reform in Georgia through the Governance Reform Fund

2. *Project Description*

In the summer of 2016, United Nations Development Programme (UNDP) in Georgia in collaboration with the UK Government and close partnership with the Government of Georgia launched a project which aims at supporting the process of advancing the Public Administration Reform (PAR). The project is fully aligned with national priorities and echoes three out of six policy areas identified in the PAR Roadmap 2020: Policy development and Cooperation; Civil Service and Human Resource Management and Service Delivery.

The initiative intends to sustain, support and build key institutions and processes required for advancing the Public Administration Reform through offering consultancy, capacity building, technical assistance etc. Development of professional and modern civil service and public administration are decisive for ensuring the resilience of Georgia to internal and external shocks, and for achieving the country human development objectives by ensuring citizens' access to their rights and services, as well as facilitating development of better public policies.

The project aims to support increase the level of professionalism, independence and credibility of the civil service by introducing the unified system of trainings, on-boarding/induction procedures, coaching and strategic planning practices, mediation and dispute-settlement mechanisms and other.

Together with its partners, the project will assist Government of Georgia in enhancing the quality of the public services with greater accountability and responsiveness to citizens' needs. Some of the specific activities include introduction of innovative, consistent and replicable methodologies, existent trends analysis and addressing consumer feedback. The project undertakes inclusive policy-making approach and involves all stakeholders, including media, youth groups, academia, civil society and public at large. Experimentation space for citizens, periodic policy papers and small grant competitions will be in place to attract and expand the local expertise along with employing the best, innovative international practices for advancing the Public Administration Reform.

Creation of **Competency Center** is yet another initiative which will serve as a knowledge base to promote replication of successful reforms and best practices abroad in the countries of similar development context.

3. *Background*

Georgia is globally acknowledged as a country of fast and successful reforms. One of the key success factors of those reforms has been e-government solutions making Georgian government more efficient, transparent, and accountable. This success is confirmed by the rapid rise of Georgia's standings in global rankings about government transparency, anti-corruption, e-government, doing business, etc.

There is a remarkable and growing global interest to learn and replicate Georgian reforms. A big number of delegations from countries in transition are visiting Georgia every year. Most of them are interested about the Georgian e-government solutions, implementation of reforms and related operational matters, methodology used, human resources and required competences, legal frameworks, costing, optimization and re-engineering business processes, and similar.

To support and promote export of such e-government solutions to other countries, Georgian Government plans to establish e-government competence centre. This is a major undertaking to document existing reforms

and competences and export / replicate to the countries with similar needs. The **Competency Center** will function as a key marketing, training and advisory institution to promote Georgian e-government best practices and e-government solutions in country and abroad.

4. *Scope of Services*

The overall objective of the required services is to develop a promotional video and profile-raising communicational package to promote and market Georgian e-government best practices and e-government solutions under single e-Georgia brand. Major target audience of the promotional video and communicational package not limited include the governmental agencies from Central Asia, Western Balkans and Africa, South Caucasus. More specific deliverables are:

4.1. *Design Services*

- Design bilingual (Eng/Geo) layout for Competency Centre's communicational package: flyers (4-8), posters (4-8) and folder (1). Key content includes but is not limited to: e-governance practices, e-services, citizen portal (my.gov.ge), information and cyber security and other.

4.2. *Promotional Video Production Services*

1. Develop and submit at least two concepts of a promotional video (12 minutes) that can be further split into 8 sub adverts. The video will focus on sending out a clear message about the key best practices Competency Centre can offer its target audience. Key services including but not limited are:
(1) Justice House and Community Centers; (2) Citizen's Portal; (3) Trade Facilitation System; (4) Data Exchange Infrastructure; (5) Data Exchange Agency (6) Cyber Security; (7) E-services and e-management and (8) Qualified Electronic Signature.
2. Develop script and story-board of a promotional video (sub adverts) using a key artistic, intuitive and creative element with the filming technique not limited to live action, animation, mix of two or any other type of artistic expression.
3. Production of a promotional video by employing excellent technical capacities-all necessary lighting, camera, sound systems, filming equipment to ensure maximum quality of the end-products.

Languages: Georgian/English

5. Deliverables and timeframe

#	Deliverable	Expected Submission Date
1	Design layout of the Communicational Package Two	December 1, 2017
2	Concepts of a Promotional video	
3	Script and Storyboard for a promotional video	December 20, 2017
4	A promotional video (HD quality)	February 25, 2018

6. Institutional Arrangements

6.1. Reporting and accountability

The Contractor is accountable to the UNDP Project Team which consists of UNDP Project Manager, UNDP Communications Analyst, UNDP Communications Specialist and the National Project Counterpart- representative from the Data Exchange Agency (DEA) by arranging weekly debriefing meetings on the activities conducted (providing draft illustrative materials).

The Contractor will be working in close coordination and under direct supervision of UNDP Project Manager, UNDP Communications Analyst, UNDP Communications Specialist and the National Project Counterpart.

All print, graphic and video material developed by the Contractor must be provided to the UNDP Project Manager, UNDP Communications Analyst, UNDP Communications Specialist and the National Project Counterpart.

All print, graphic, photo and video material developed by the Contractor bear UNDP copyright and cannot be disseminated or replicated without a written approval from UNDP Project Manager, UNDP Communications Specialist, UNDP Communications Analyst and National Project Counterpart.

The fulfilment of the tasks under the service requires close cooperation with the LEPL Data Exchange Agency (DEA) of the Ministry of Justice of Georgia and other relevant experts recommended by UNDP.

6.2. Duration of Work

The total length of the service is to be four months with latest starting date of November 1, 2017. Full completion of the service is expected on March 1, 2018.

The deliverables will be considered acceptable after clearance and acceptance by the UNDP Project Team consisting of the UNDP Project Manager, UNDP Communications Analyst, UNDP Communications Specialist and National Project Counterpart.

6.3. Location of Work

The location of the service is Tbilisi.

7. Required Qualifications

The Request for Proposals is open to Marketing, Advertisement and/or Communications companies based in Tbilisi. The successful candidates will be evaluated upon the below-mentioned qualifications:

6. At least 3 years of working experience in providing design and video production materials (**min requirement**);
7. At least 1 project carried out for International Organization(s) or State Institution(s) (**min requirement**);
8. A yearly turnover of the last year no less than 200,000 GEL (**min requirement**);
9. Certificates and Accreditation (if any) of national/international recognition in advertisement/marketing/communications field will be an asset;
10. List of key personnel along with CVs and samples of work.

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

- e) Profile – describing the nature of business, field of expertise;
- f) Business Licenses – Registration Papers, Tax Payment Certification (if applicable);
- g) Detailed bank requisites;
- h) Qualification Record (Track Record) – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references and **3 samples of design (3) and video materials (3) elaborated by the company within the framework of the previous projects - (min requirement).**

The Service Provider must provide:

d) Names and qualifications of the key personnel:

At a minimum:

- (5) One (1) **Team Leader**, designated contact person, responsible for overall management and implementation of above mentioned Video Production and Design Elaboration Services – with minimum of three (3) previous project over his/her oversight. CV must contain description of previous projects and organizations) (**min requirement**);
- (6) One (1) **Designer** – responsible for elaboration of communicational package on Competency Center- with experience of minimum 3 previous branding and design projects. (**min requirement**); CV must contain samples of three (3) branding and design previous projects;
- (7) One (1) **Production Director** will be responsible for overall concept, scenario, filming and finalization of a Promotional Video – with minimum three (3) projects of work experience in producing short documentaries, social features and public service announcements. CV must contain samples of three (3) previous video production projects; (**min requirement**);
- (8) One (1) **Translator** of English and Georgian Languages, responsible of overseeing the accuracy of the narrative and proof-reading the materials- with three (3) years experience in translation, interpretation and editing. (**min requirement**);
- e) CVs demonstrating qualifications must be submitted;
- f) Written confirmation from each personnel that they are available for the entire duration of the contract must be submitted.

7 Scope of Proposal Price and Schedule of Payments

The computation of the contract price should be based on components related to fulfilment of the activities defined under the section - **Scope of Services, Expected Outputs and Target Completion**.

The payments will be made in three tranches after recognition of deliverables identified under the section - **Scope of Services, Expected Outputs and Target Completion** - acceptable by PM, NPC and UNDP CA and UNDP CS.

The percentage of each tranche is bound with provision of deliverables as given in the below table

Tranche	Percentage of the contract price	Deliverable
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<i>1 instalment</i>	<i>30 %</i>	<i>After acceptance of deliverable 1 and deliverable 2</i>
<i>2 instalment</i>	<i>20%</i>	<i>After acceptance of deliverable 3</i>
<i>3 instalment</i>	<i>50 %</i>	<i>After acceptance of deliverable 4</i>

8 Selection Criteria

The selection process will be based on the combined scoring method - where the qualifications –Company profile, Expertise and Qualification of key personnel 50%) and detailed methodology, approach and implementation plan (20%) will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%.

Company Profile, expertise of the company and qualifications of key personnel	50%
Proposed methodology, concept paper (creative and innovative ideas) and implementation plan with proposed timeframe	20%
Price offer	30%

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1** A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** Any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any

obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of

Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Technical Proposal	70%	Max Points Obtainable
1. Expertise of the Firm	30 %	30
At least 3 years of working experience in providing design and video production materials (min requirement); – (Min. requirement) 3 years – 5 points More than 3 – 8 points	8%	8
At least 1 project carried out for an International Organization (s) or Public Institution (Min. requirement) 1 project – 5 points More than 1 – 8 points	8%	8
List of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references and 3 samples of design (3) and video materials (3) elaborated by the company within the framework of the previous projects -) 3 samples – 5 points More than 3 samples – 7 points	7%	7
A yearly turnover of no less than GEL 200,000 (Min. requirement)	5%	5
Certificates and Accreditation (if any) of national/international recognition in advertisement/marketing/communications field will be an asset	2%	2
2. Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR	20 %	20
To what degree does the Proposer understand the task?	10%	10
Fair understanding of the task – min. requirement – 5 points		
Full understanding of the task – min. requirement - 10 points		
Is the scope of task well defined and does it correspond to timelines of implementation plan?	10%	10
Fairly corresponds – min. requirement – 4 points		
Fully corresponds - 10 points		
3. Management Structure and Qualification of Personnel Proposed	20%	20
One (1) <i>Team Leader</i> , designated contact person, responsible for overall management and implementation of above mentioned Video Production and Design Elaboration Services – with minimum of three (3) previous project over his/her oversight. CV must contain description of previous projects and organizations) (min requirement); 3 Projects – 5 points (min requirements)	5%	5
One (1) <i>Designer</i> – responsible for elaboration of communicational package on Competency Center- with experience of minimum 3 previous branding and design projects. (min requirement); CV must contain samples of three (3) branding and design previous projects Three (3) projects – 5 points	5%	5
One (1) <i>Production Director</i> will be responsible for overall concept, scenario, filming and finalization of a Promotional Video – with minimum three (3) projects of work experience in producing short documentaries, social features and public service announcements. CV must contain samples of three (3) previous video production projects; (min requirement); Three (3) projects – 5 points	5%	5
One (1) <i>Translator</i> of English and Georgian Languages, responsible of overseeing the accuracy of the narrative and proof-reading the materials- with three (3) years experience in translation, interpretation and editing. (min requirement);	5%	5
Maximum Total Technical	70.00%	70.00
Financial Proposal	30.00%	30.00
Budget Proposals (To be computed as a ratio of the Proposal's Offer to the lowest price among the proposals received by UNDP)	30%	300
Maximum Total Financial	30.00%	30.00
Total:	100%	100