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**REQUEST FOR PROPOSAL (RFP)
(Services)**

NAME & ADDRESS OF FIRM	DATE: May 16, 2018
	REFERENCE: UNDP Project "Human Rights for All" # 00095571

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Video Production Services** for the project **Human Rights for All**, 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 16:00 (Tbilisi Local Time) **Friday, June 01, 2018**, via courier mail to the address below:

United Nations Development Programme
UN House, 9 Eristavi St., Tbilisi, 0179 Georgia

Quotations must be submitted **signed, stamped** in **sealed envelopes**.

Attention: Ms. Tinatin Kandelaki, Communications Officer for the Project "Human Rights for ALL"
Tinatin.kandelaki@undp.org

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,



Rusudan Tushuri
Programme Coordinator
16 May 2018



Description of Requirements

Context of the Requirement	The project responds to the objectives set out to strengthen human-rights protection in areas prioritized by EU-Georgia agreements, including the rights of minorities and vulnerable groups, internal and external oversight of law enforcement, labour rights, protection of privacy, freedom of expression and information.
Implementing Partner of UNDP	Office of the Personal Data Protection Inspector
Brief Description of the Required Services	<p>The overall goal of the assignment is to ensure production of the video products based on the concrete objective to increase awareness on Personal Data Protection Inspector (PDPI), Result/Output 3, Activity 3.5.2 Implementation of Communication strategy.</p> <ol style="list-style-type: none"> 1. 10 (ten) tutorial videos aimed at increasing awareness of PDPI and educating our citizens on the importance of personal data protection in general. 2. Image video aimed at increasing awareness on PDPI and personal data protection, highlighting achievements accomplished since creation of the Office of PDPI in Georgia. <p>To achieve the above-mentioned, contractor is asked to fulfil the following tasks:</p> <ul style="list-style-type: none"> Develop and submit scripts and story-boards of PDPI 10 tutorial videos 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 PDPI 10 tutorial videos by employing excellent technical capacities-all necessary lighting, camera, sound systems, filming equipment to ensure maximum quality of the end-products. Language: Georgian with sign language translation. Develop and submit concept, script and story-board of the image video 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. Language: Georgian. Production of PDPI image video by employing excellent technical capacities - all necessary lighting, camera, sound systems, filming equipment to ensure maximum quality of the end-products. Language: Georgian with sign language translation and English subtitles. <p>For more details, please refer to attached hereto Annex 3 Terms of Reference (TOR)</p>
List and Description of Expected Outputs to be Delivered	<p>Expected Deliverables of service provider are as follows:</p> <p>Deliverable 1: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos. (HD quality).</p> <p>Deliverable 2: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos. (HD quality).</p> <p>Deliverable 3: Preparation of Concept, Script, Storyboard of the image video. Production of Image video (HD quality).</p> <p>(11 videos in total)</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 Programme Coordinator, UNDP Communications Analyst, Project Communications Specialist, National Counterpart/Partner – Office of the Personal Data Protection Inspector.			
Frequency of Reporting	Service provider will arrange regular debriefing meetings on the activities conducted providing progress achieved, as well as challenges along the implementation process.			
Location of work	Location: Tbilisi, Georgia			
Expected duration of work/services	4,5-month period			
Target start date	3 July 2018			
Latest completion date	20 November 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	Deliverables	%	Timing	Condition for Payment Release
	Deliverable 1: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos.	30%	August 31, 2018	Within thirty (30) days from the date of meeting the following conditions: a) Upon Approval and acceptance of deliverables by UNDP and Office of Inspector of
	Deliverable 2: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos.	30 %	September 30, 2018	

	<p>Deliverable 3: Preparation of Concept, Script, Storyboard of Image video. Production of the image video.</p>	40%	November 20, 2018	<p>Personal Data Protection</p> <p>b) Receipt of invoice from the Service Provider.</p> <p>All contractual payment for the companies registered in Georgia will be made in GEL according to UN Official rate of exchange at the date of payment.</p>	
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Project "Human rights for All" – Programme Coordinator, UNDP Communications Analyst, Project Communications Officer, National Counterpart/Partner – Office of the Personal Data Protection Inspector				
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> <p><input checked="" type="checkbox"/> Expertise of the Company 25%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR 20%</p> <p><input checked="" type="checkbox"/> Qualification of Personnel proposed for implementing required services 25%</p> <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>TINATIN KANDELAKI <i>Project Communications Officer</i> tinatin.kandelaki@undp.org 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)

[insert: *Location*]

[insert: *Date*]

To: Ms. Tinatin Kandelaki,
UNDP Georgia, Project "Human Rights for All"

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all 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. Working experience in providing video production materials for last 3 years during which at least 5 videos (creative filming and design format with high quality technical execution- lighting, camera, sound and motion) were produced (**min requirement**);
2. **3 samples** of video materials (creative filming and design format with high quality technical execution- lighting, camera, sound and motion) (e-format, disk, USB...) elaborated by the company during last 3 years (**min requirement**);
3. At least 1 project carried out for International Organization(s) or State Institution(s) (**min requirement**);
4. Letter from the bank certifying annual turnover of the last year no less than 200,000 GEL (**min requirement**);
5. Certificates and Accreditation (if any) of national/international recognition in advertisement/marketing/communications field will be an asset;

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 for the last 3 years, indicating description of contract scope, contract duration, contract value, contact references.

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 videos – with experience of minimum three (3) previous projects over his/her oversight. CV must contain description of previous projects. (**min requirement**);
 - (2) One (1) **Film Director**, responsible for overall filming process of all videos- with experience of minimum three (3) previous projects in film production. (**min requirement**);
 - (3) One (1) **Operator/Camera Man** will be responsible for camera operating and actions capturing process of all videos – with experience of minimum three (3) projects in film-operating industry (**min requirement**);
 - (4) One (1) **Production Specialist/Designer** will be responsible for production and/or overall video design of the videos – with similar experience of minimum three (3) previous projects in film production. (**min requirement**);
 - (5) One (1) **Copywriter/Scriptwriter**– responsible for script writing for all videos – with experience of copywriter in minimum three (3) previous projects. (**min requirement**);
- b) CVs demonstrating previous projects and qualifications of personnel 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: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos.	30%	
2	Deliverable 2: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos.	30%	
3	Deliverable 3: Preparation of Concept, Script, Storyboard of Image video. Production of the image video.	40 %	
	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 day*	Total Period of Engagement/ days	Total Rate
I. Personnel Services			
Team Leader (1)			
Film Director (1)			
Operator/Camera Man (1)			
Production Specialist/ Designer (1)			
Copywriter /Scriptwriter (1)			
II. Other Related Costs (Please specify)			

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

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

TERMS OF REFERENCES (TOR)

Position:	Production of the videos aimed at increasing public awareness on Georgia-European Union (EU) common values as well as promotion of a culture of human rights in Georgia in general;
Project Title:	"Human Rights for All – Support to the Implementation and Monitoring of the National Human Rights Strategy and Action Plan"
Contract Duration:	July 3 – November 20, 2018
Location/ Duty Station:	Tbilisi, Georgia
Type of Contract:	Contract for professional services

1. Background

The project "EU/UN Human Rights for All" is a joint initiative of four UN agencies – United Nations Development Programme (UNDP), United Nations Children Fund (UNICEF), Office of High Commissioner on Human Rights (OHCHR) and International Labour Organization (ILO) with UNDP.

This project is funded by the European Union based on the Financing Agreement on "Human Rights for All " signed between Georgia and the European Union in May 2015.

This project responds to the objectives set out therein, and namely seeks to strengthen human-rights protection in areas prioritized by EU-Georgia agreements, including the rights of minorities and vulnerable groups, internal and external oversight of law enforcement, labour rights, protection of privacy, freedom of expression and information. The project will mainly support the implementation and monitoring of the National Human Rights Strategy and Action Plan in selected areas prioritized by the EU-Georgia agreements.

Accordingly, the overall objective of this project is to enhance capacities of government institutions and Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues and improve mechanisms for better protection of human rights in Georgia.

The specific objective is to enhance capacity for more effective government institutions, mechanisms and Parliamentary Committees (on Human Rights and Civil Integration and on Legal Issues) in implementing the National Human Rights Strategy (NHRS) and its Action Plan (AP), in areas prioritised by the EU-Georgia agreements.

This Joint Project (JP) will have the following results/outputs:

1. Developed capacities of the NHRSAP Inter-Agency Council and its Secretariat in policy making, implementation and monitoring of the NHRS and AP;

Union (EU) common values as well as promotion of a culture of human rights in Georgia in general;

3. Strengthened capacities of the Office of the Personal Data Protection Inspector to monitor protection of personal data;

4. Establishment and effective functioning of labour administration and industrial relations institutions and procedures;

5. Developed capacities of governmental stakeholders regarding the advancement of childcare and protection systems of poorest children;

6. Strengthened capacities of the Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues;

7. More effective investigation mechanisms on violations committed by law-enforcement officers.

To accomplish the above activities, the project partners with the following institutions: NHRSAP Inter-Agency Council and its Secretariat, the Personal Data Protection Inspector, government institutions on labour and child care, Public Defender (Ombudsperson), the Parliamentary Committees on Human Rights and Civil Integration and on Legal Issues, and the Judiciary through the High School of Justice and law-enforcement authorities, as well as high education institutions and media.

2. Objectives

This project responds to the objectives aiming to **strengthen human-rights protection in areas prioritized by EU-Georgia agreements**, including the rights of minorities and vulnerable groups, internal and external oversight of law enforcement, labour rights, protection of privacy, freedom of expression and information.

3. Objectives of the Assignment

The overall goal of the assignment is to ensure production of the video products based on the following objective- **To increase awareness of the Office of Personal Data Protection Inspector (PDPI)**, Result/Output **3**, Activity **3.5.2** Implementation of Communication Strategy:

- **10 tutorial videos** aimed at increasing awareness of PDPI and educating our citizens on the importance of personal data protection in general.

Specification

Ten video tutorials - educational videos, where the PDPI dedicated staff members will appear in front of the camera explaining the main principles of personal data protection in simple and understandable language, giving the practical examples and appropriate recommendations.

Each video should be 2- 6min max (depending on the topic) HD quality, with simple graphics, animation (and/or doodles) techniques, in Georgian language, sign language translation provided. Special topics and packshot together with the logos will be delivered by UNDP and PDPI.

The special Brief with the Message box and packshot with the logos will be provided by UNDP and PDPI.

Service provider has to submit the concept and story-boards of a tutorial/educational videos specifying creative element with the simple graphics/animation and filming techniques. Entire formats of the video including locations, scenario, sound coverage/voice-overs should be agreed with UNDP and PDPI.

Contractor has to ensure the production of tutorial videos by employing excellent technical capacities-all necessary lighting, camera, sound systems, make-up solutions, filming equipment, montage and postproduction techniques to ensure maximum quality of the end-products.

- **Image video aimed at increasing awareness on PDPI** and highlighting the importance of personal data protection in general.

Specification

Image video aimed at increasing awareness of PDPI and Personal Data Protection, will be focused on the importance of personal data protection in general as well as main achievements accomplished since creation of the Office of PDPI in Georgia.

Image video should be 2- 6 min, HD quality, animation/graphics (upon such necessity), in Georgian, with English subtitles/captions and sign language translation. This video should have the shortened version up to 90 seconds, in Georgian, with English subtitles/captions and sign language translation .

The special Brief with the Message box and packshot with the logos will be provided by UNDP and PDPI.

Service provider has to develop and submit the concept, script and story-board of the image video using a key artistic, intuitive and creative element with the filming techniques.

Entire format of the video including locations, scenario, sound coverage/voice-overs should be agreed with UNDP and PDPI.

Contractor has to ensure the production of the image video by employing excellent technical capacities-all necessary lighting, camera, make-up solutions, sound systems, filming equipment, montage and postproduction techniques to ensure maximum quality of the end-product.

Contractor has to follow the UNDP and EU visibility guidelines provided by the Project.

4. Deliverables

Deliverables – 11 videos in total	Expected Submission Date
Deliverable 1: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos.	August 31, 2018
Deliverable 2: Preparation of Scripts and Story-boards of 5 tutorial videos. Production of 5 tutorial videos.	September 30 , 2018
Deliverable 3: Preparation of Concept, Script, Storyboard of Image video. Production of the image video.	November 20, 2018

5. Institutional Arrangements

The Contractor is accountable to UNDP Project Team which consists of UNDP Program Coordinator, UNDP Communications Analyst, UNDP Communications Specialist and the National Project Counterpart - Office of PDPI by arranging regular debriefing meetings on the activities conducted.

The Contractor will be working in close coordination and under direct supervision of UNDP Project Team and the National Project Counterpart - Office of PDPI.

All print, graphic and video materials developed by the Contractor must be provided to the UNDP Project Team and the National Project Counterpart - Office of PDPI.

All graphic and video materials developed by the Contractor bear UNDP copyright and cannot be disseminated or replicated without a written approval from UNDP Project Team and National Project Counterpart- Office of PDPI.

5.2 Duration of Work

The total length of the service is to be six months with latest starting date of July 3 , 2018. Full completion of the service is expected on November 20, 2018.

The deliverables will be considered acceptable after clearance and acceptance by the UNDP Project Team consisting of the UNDP Programme Coordinator, UNDP Communications Analyst, Project Communications Officer and National Project Counterpart -Office of PDPI.

Activity	Jul	Aug	Sep	Oct	Nov
Preparation of 5 Scripts and Storyboards of tutorial videos					
Production of 5 tutorial Videos					
Preparation of 5 Scripts and Storyboards of tutorial videos					
Production of 5 tutorial Videos					
Preparation of Concept, Script, Storyboard of image video					
Production of image video					

5.3 Location of Work

The location of the service is Tbilisi.

6. 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:

The service provider must have:

1. *Working experience in providing video production materials for last 3 years during which at least 5 videos (creative filming and design format with high quality technical execution- lighting, camera, sound and motion) were produced (min requirement);*
2. *3 samples of video materials (creative filming and design format with high quality technical execution- lighting, camera, sound and motion) (e-format, disk, USB...) elaborated by the company during last 3 years (min requirement)*
3. *At least 1 project carried out for International Organization(s) or State Institution(s) (min requirement);*
4. *Letter from the bank certifying annual turnover of the last year no less than 200,000 GEL (min requirement);*

advertisement/marketing/communications field will be an asset;

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 for the last 3 years, indicating description of contract scope, contract duration, contract value, contact references.

The Service Provider must provide:

a) Names and qualifications of the key personnel:

At a minimum:

- a. One (1) **Team Leader**, designated contact person, responsible for overall management and implementation of above mentioned videos – with experience of minimum three (3) previous projects over his/her oversight. CV must contain description of previous projects. **(min requirement);**
 - b. One (1) **Film Director**, responsible for overall filming process of all videos- with experience of minimum three (3) previous projects in film production. **(min requirement);**
 - c. One (1) **Operator/Camera Man** will be responsible for camera operating and actions capturing process of all videos – with experience of minimum three (3) projects in film-operating industry **(min requirement);**
 - d. One (1) **Production Specialist/Designer** will be responsible for production and/or overall video design of the videos – with similar experience of minimum three (3) previous projects in film production . **(min requirement);**
 - e. One (1) **Copywriter/Scriptwriter**– responsible for script writing for all videos – with experience of copywriter in minimum three (3) previous projects. **(min requirement);**
- b) CVs demonstrating previous projects and qualifications of personnel 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
<i>1 instalment</i>	<i>30 %</i>	<i>After acceptance of deliverable 1</i>
<i>2 instalment</i>	<i>30%</i>	<i>After acceptance of deliverable 2</i>
<i>3 instalment</i>	<i>40 %</i>	<i>After acceptance of deliverable 3</i>

The proposal to be submitted should contain the following information:

- Copies of the official documents/certificates/CVs/ Three samples of previous works of similar nature (video materials);
- Methodology and concept paper to be applied for the provision of the service;
- Budget indicating total contract price and break down of expenses into the categories for covering the costs related to fulfilling the activities. The budget should contain overall expense of all video, along with unit prices of each video product.

9. Selection Criteria

The selection process will be based on the combined scoring method - where the qualifications – will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%.

Expertise of the Firm, Methodology, Its Appropriateness to the Requirements and Timeliness of the TOR, Qualification of Personnel proposed for implementing required services	70%
Price offer	30%

Annex 4

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

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

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:

13.2.2 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.

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

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

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.

Annex 5

Technical Proposal	70%	Max Points Obtainable
1. Expertise of the Firm	25 %	25
<i>Working experience in providing video production materials for last 3 years during which at least 5 videos (creative filming and design format with high quality technical execution- lighting, camera, sound and motion) were produced (min requirement);</i> 3 years – 3 points More than 3 years – 8 points	8%	8
3 samples of video materials (creative filming and design format with high quality technical execution- lighting, camera, sound and motion) (e-format, disk, USB...) elaborated by the company during last 3 years (min requirement)	5%	5

More than 3 samples – 5 points		
<i>At least 1 project carried out for International Organization(s) or State Institution(s) (min requirement);</i> 1 project – 3 points	5%	5
More than 1 project – 5 points		
<i>Letter from the bank certifying annual turnover of the last year no less than 200,000 GEL (min requirement) - 5 points</i>	5%	5
<i>Certificates and Accreditation (if any) of national/international recognition in advertisement/marketing/communications field will be an asset - 2 points</i>	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 - 10 points		
Is the scope of task well defined and does it correspond to timelines of implementation plan?	10%	10
Fairly corresponds – min. requirement – 5 points		
Fully corresponds - 10 points		
3. Management Structure and Qualification of Personnel Proposed	25%	20
<i>One (1) Team Leader, designated contact person, responsible for overall management and implementation of above mentioned videos – with experience of minimum three (3) previous projects over his/her oversight. CV must contain description of previous projects. (min requirement);</i> 3 Projects – 5 points	5%	5
<i>One (1) Film Director, responsible for overall filming process of all videos- with experience of minimum three (3) previous projects in film production. (min requirement);</i> 3 Projects – 5 points	5%	5
<i>One (1) Operator/Camera Man will be responsible for camera operating and actions capturing process of all videos – with experience of minimum three (3) projects in film-operating industry (min requirement);</i> 3 projects – 5 points	5%	5
<i>One (1) Production Specialist/Designer will be responsible for production and/or overall video design of the videos – with similar experience of minimum three (3) previous projects in film production . (min requirement);</i> 3 projects – 5 points	5%	5
<i>One (1) Copywriter/Scriptwriter– responsible for script writing for all videos – with experience of copywriter in minimum three (3) previous projects. (min requirement);</i> 3 projects – 5 points	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