



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	Date: March 19, 2015
	REFERENCE: Project #00089975, "Strengthening the System of Parliamentary Democracy in Georgia"

Dear Sir / Madam:

We kindly request you to submit your Proposal for Production of video clips and promotional materials for the Europe Day Celebration in the Parliament of Georgia

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

Proposals may be submitted on or before 18:00, Wednesday, April 01, 2015 via courier mail to the address below:

United Nations Development Programme
Project "Strengthening the System of Parliamentary Democracy in Georgia"
9, Eristavi Street, Tbilisi, Georgia
Tinatin Suladze

Mobile: +995 595 45 17 80; e-mail: tinatin.suladze@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

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

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

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

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

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

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

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

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

Sophie Guruli
Project manager
3/19/2015



Description of Requirements

Context of the Requirement	<p>UNDP project “Strengthening the System of Parliamentary Democracy in Georgia” funded by the European Union is aimed at establishing the Georgian Parliament as a credible institution with an essentially greater role in national policy-making and European integration. Among other, the Project supports the Committee on European Integration to engage in active dialogue with the public on the European integration issues, including by means of conferences, seminars, public events and innovate measures. A new important milestone has been reached in terms of Georgia’s European integration – Georgia signed the Association Agreement (AA) including the Deep and Comprehensive Free Trade Area (DCFTA) component with the European Union on 27 June 2014, in Brussels, followed with the ratification of the document by the Parliament of Georgia on 18 July 2014. While the signing of the AA/DCFTA opens up new prospects for Georgia, it also calls for the country’s strong commitment to reforms. In this process, raising public awareness and pro-active dissemination of information related to the European integration becomes all the more important. Communication with the civil society and the wider public is a fundamental part of the European integration, where the Parliament has its own role to play defined by its constitutional mandate and competences. Celebrating the Europe Day is one of the forms of public awareness raising on the European Union. The Europe Day has been marked by the Parliament of Georgia in the past years, including with the UNDP support in 2014. The Parliament of Georgia continues its tradition of celebrating the Europe Day and intends to mark the day led by the Speaker of the Parliament, joined by the government officials, representatives of local and international organizations, embassies, media. The official event is planned for 6 May 2015 at the National Library of the Parliament of Georgia. The UNDP Project is supporting the Parliament in the above through implementing a variety of activities aimed at raising awareness of the Georgian population on the European integration and the impact and advantage of the Association Agreement/DCFTA on particular and larger sectors of society. Media, as the most powerful source of information dissemination and public awareness raising, and the youth, as the future generation to continue and forge stronger ties with Europe, are actively involved in the activity. The informational campaign on AA/DCFTA, envisaged under the action, is set to encompass all groups of society, including the ethnic minorities.</p>
Implementing Partner of UNDP	Parliament of Georgia
Brief Description of the Required Services	Product 1. Production of video clips on AA/DCFTA impact on Georgian population

	<p>Five different video clips shall feature human stories reflecting the impact of the visa liberalization and Association Agreement (AA)/DCFTA on their lives.</p> <p>Product 2. Design and printing of posters based on video clips Based on the produced video clips, the company shall design and print posters for each video clip illustrated with photo shoots and texts from respective clips (bilingual: with Georgian and English text).</p> <p>Product 3. Printing of award-winning student photos In the preparations for the Europe Day event, the Parliament supported by the UNDP Project intends to announce the high-school student (9-12 graders) competition "My Europe". The company shall print the best 20 photos to be exhibited during the Europe Day celebration in the Parliament of Georgia.</p> <p>Product 4. Design and printing of Photo Album with student photos The company shall design and produce a Photo Album (bi-lingual: with Georgian and English text) with the best 20 student photos.</p> <p>Product 5. Design and production of Europe Day ribbons The company shall design special ribbons symbolizing EU-Georgia partnership. The ribbons will be worn by the Members of Parliament and other guests of the Europe Day event.</p>
List and Description of Expected Outputs to be Delivered	<p>Deliverable 1. Concept and scenario for the five video clips and design for promotional materials</p> <p>Deliverable 2. Production of the video clips and printing of the promotional materials, more particularly:</p> <ul style="list-style-type: none"> 2.1. Production of five video clips translated and dubbed/subtitled in ethnic minority languages and in English (in total 30 video clip versions) 2.2. Design and printing of posters (bilingual, full color, high quality paper, 25 pcs – A3 size; 5 pcs – A1 size on cardboard) and student photos (full color, high quality photo paper, 60 pcs – A3 size; 20 pcs – A3 size on cardboard) for the Europe Day exhibition 2.3. Design and printing of photo album (bilingual, 150 pcs – A4 size) 2.4. Design and production of Europe Day ribbons (250 pcs)
Person to Supervise the Work/Performance of the Service Provider	UNDP Democratic Governance Team Leader, UNDP Communications Analyst, Project Manager
Frequency of Reporting	N/A

Progress Reporting Requirements	N/A								
Location of work	<input type="checkbox"/> At Contractor's Location								
Expected duration of work	up to 25 days from the signature of the Contract								
Target start date	7 April 2015								
Latest completion date	1 May 2015								
Travels Expected	N/A								
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 type="checkbox"/> Required								
Names and curriculum vitae of individuals who will be involved in completing the services	<input type="checkbox"/> Required (in English)								
Preferred Currency of Proposal	<input type="checkbox"/> USD For the bids submitted in other currencies UNORE effective on the date of the bid opening will be used for conversion								
Value Added Tax on Price Proposal	<input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes								
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input 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 type="checkbox"/> Not permitted								
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>1. Concept and scenario for the five video clips and design for promotional materials</td> <td>20%</td> <td>Latest by 15 April 2015</td> <td>Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	1. Concept and scenario for the five video clips and design for promotional materials	20%	Latest by 15 April 2015	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the
Outputs	Percentage	Timing	Condition for Payment Release						
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	2. Production of the video clips and printing of the promotional materials	80%	Latest by 1 May 2015	outputs; b) Receipt of invoice from the Service Provider; c) Payments to Georgian Companies will be made in GEL according to the UN official rate of exchange at the date of payment
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Democratic Governance Team Leader, UNDP Communications Analyst, Project Manager			
Type of Contract to be Signed	<input type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input type="checkbox"/> Expertise of the Firm 21% <input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 28% <input type="checkbox"/> Management Structure and Qualification of Key Personnel 21% <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	<input type="checkbox"/> One and only one Service Provider			
Annexes to this RFP	<input type="checkbox"/> Form for Submission of Proposal (Annex 2) <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input type="checkbox"/> Detailed TOR (Annex 4) <input type="checkbox"/> Technical Proposal Evaluation Form (Annex 5) <input type="checkbox"/> Checklist for Documents (Annex 6)			
Contact Person for Inquiries (Written inquiries only)	<i>Tinatin Suladze</i> Administrative and Finance Assistant tinatin.suladze@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.			

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: [insert: Name and Address of UNDP focal point]

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 describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Certificate of no debt toward budget;
- d) Detailed Bank Requisites - List of Bank References (Name of Bank, Location, Contact Person and Contact Details);
- e) Track Record – list of clients for similar services as those required by UNDP for last five years, including production of at least two social advertisements, indicating description of contract scope, contract duration, contract value, contact references, samples of similar products (video clips, design of printing materials, etc) on CD;
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;
- g) At least three reference letters from previous contract providers.

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

The Service Provider must provide the following documents for the staff required under this RFP: Task manager/Producer, Scriptwriter, Consultant/Expert in the area of EU integration and EU-Georgia affairs, Translators, Designer, Production crew, including cameramen, actors and others, other support staff (administrative/logistic) :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications and including the list of references, must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Concept and scenario for the five video clips and design for promotional materials	20%	
2	Production of the video clips and printing of the promotional materials, more particularly: 2.1. Production of five video clips translated and dubbed/subtitled in ethnic minority languages and in English (in total 30 video clip versions) 2.2. Design and printing of posters (bilingual, full color, high quality paper, 25 pcs – A3 size; 5 pcs – A1 size on cardboard) and student photos (full color, high quality photo paper 60 pcs – A3 size; 20 pcs – A3 size on cardboard) for the Europe Day exhibition 2.3. Design and printing of photo album (bilingual, 150 pcs – A4 size) 2.4. Design and production of Europe Day ribbons (250 pcs)	80%	
	Total	100%	

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
i. Personnel Services				
Task manager/Producer				
Director				
Scriptwriter				

Consultant/Expert in the area of EU integration and EU-Georgia affairs				
Translator: Georgian-Abkhaz				
Translator: Georgian-Armenian				
Translator: Georgian-Azerbaijani				
Translator: Georgian-Ossetian				
Translator: Georgian-English				
Designer				
Production crew, including cameramen, actors and others (please specify, not for evaluation)				
other support staff (administrative/logistic) (please specify, not for evaluation)				
II. Printing Expenses				
Posters (bilingual, 25 pcs – A3 size)				
Posters (bilingual, 5 pcs – A1 size on cardboard)				
Student photos (60 pcs – A3 size)				
Student photos (20 pcs – A3 size on cardboard)				
Photo album (bilingual, 150 pcs – A4 size)				
Europe Day ribbons (250 pcs)				
III. Out of Pocket Expenses				
6. Others (please specify)				
IV. Other Related Costs				

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

[Designation]

[Date]

Annex 3

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.

Annex 4

TERMS OF REFERENCE

Production of video clips and promotional materials for the Europe Day Celebration in the Parliament of Georgia

Project: “Strengthening the System of Parliamentary Democracy in Georgia”, UNDP

Proposal Title: Production of video clips and promotional materials for the Europe Day Celebration in the Parliament of Georgia

Duty Station: Tbilisi, Georgia

Starting Date: 7 April 2015

Duration of Contract: Up to 25 days

1. BACKGROUND

UNDP project “Strengthening the System of Parliamentary Democracy in Georgia” funded by the European Union is aimed at establishing the Georgian Parliament as a credible institution with an essentially greater role in national policy-making and European integration. Among other, the Project supports the Committee on European Integration to engage in active dialogue with the public on the European integration issues, including by means of conferences, seminars, public events and innovative measures.

A new important milestone has been reached in terms of Georgia’s European integration – Georgia signed the Association Agreement (AA) including the Deep and Comprehensive Free Trade Area (DCFTA) component with the European Union on 27 June 2014, in Brussels, followed with the ratification of the document by the Parliament of Georgia on 18 July 2014. While the signing of the AA/DCFTA opens up new prospects for Georgia, it also calls for the country’s strong commitment to reforms. More particularly, it sets forth a new framework for the political and economic relationship between the European Union and Georgia through intensification of legislative harmonization agenda and introduction of EU standards across the sectors, including economic and social.

The Georgian Government has already adopted the EU-Georgia Association Agenda for 2014-2016 and the DCFTA Action Plan for 2014-2017. In this context, the role of the Parliament of Georgia is crucial to provide a qualified contribution into the process, which certainly goes beyond a technical legislative approximation exercise and includes the oversight of the Government’s implementation of the requirements. In this process, raising public awareness and pro-active dissemination of information related to the European integration becomes all the more important. Communication with the civil society and the wider public is a fundamental part of the European integration, where the Parliament has its own role to play defined by its constitutional mandate and competences.

Celebrating the Europe Day is one of the forms of public awareness raising on the European Union. It marks the proposal by then-French Foreign Minister Robert Schuman – Schuman Declaration – to create a new form of organization of states in Europe. 9 May is celebrated in various forms in most member states of the European Union and EU candidate countries through providing information to people about the European Union and speaking in support of the European integration. The Europe Day has been marked by the Parliament of Georgia in the past years, including with the UNDP support in 2014.

2. OBJECTIVES

The Parliament of Georgia continues its tradition of celebrating the Europe Day and intends to mark the day led by the Speaker of the Parliament, joined by the government officials, representatives of local and international organizations, embassies, media. The official event is planned for 6 May 2015 at the National Library of the Parliament of Georgia.

The UNDP Project is supporting the Parliament in the above through implementing a variety of activities aimed at raising awareness of the Georgian population on the European integration and the impact and advantage of the Association Agreement/DCFTA on particular and larger sectors of society. Media, as the most powerful source of information dissemination and public awareness raising, and the youth, as the future generation to continue and forge stronger ties with Europe, are actively involved in the activity. The informational campaign on AA/DCFTA, envisaged under the action, is set to encompass all groups of society, including the ethnic minorities.

3. SCOPE OF WORK

The successful company will undertake the following activities:

Product 1. Production of video clips on AA/DCFTA impact on Georgian population

Five different video clips shall feature human stories reflecting the impact of the visa liberalization and Association Agreement (AA)/DCFTA on their lives. Particularly, the videos shall refer to the advantages in the following areas:

1. Travel as an advantage of visa liberalization with the EU;
2. Integration of the Georgian farmers' products in the EU market as an advantage of DCFTA;
3. Free access to the EU markets for the Georgian businesses as an advantage of AA/DCFTA;
4. Regulation of environmental issues and safe environment as an advantage of AA;
5. Education system reform and study opportunities in the EU Member States as an advantage of AA.

Scenario - the company is responsible for drafting the scenario for all five videos (live action). During this process, the company shall rely on the professional advice from the relevant consultant (expert of EU-Georgia affairs) to ensure thematic/content accuracy. The draft scenario will be discussed with the parliamentary representatives from the Committee on European Integration (CEI) and the Public Relations Department, as well as the UNDP Project and Communications team. Respective remarks and recommendations shall be reflected in the final scenario.

Each video clip shall last for up to 40 seconds and shall be submitted in different formats ready to be aired through broadcast and online media outlets.

Translation and subtitles/dubbing – To ensure the comprehensive coverage of the videos and expand the audience to include Georgian citizens pertaining to ethnic minority groups, the company shall translate all five videos into minority languages spoken in Georgia (Abkhazian, Azerbaijani, Armenian and Ossetian) as well as into English. The videos shall be dubbed in respective minority languages; the English version of the videos shall be subtitled – resulting in a total of 30 video clip versions (5 videos X 6 languages).

Product 2. Design and printing of posters based on video clips

Based on the produced video clips, the company shall design and print posters for each video clip illustrated with photo shoots and texts from respective clips (bilingual: with Georgian and English text). A total of 25 copies (A3 size, full color, high quality paper) shall be printed (5 copies per poster). Besides, a separate set of five posters on cardboard (A1 size, full color, high quality paper) shall be prepared (to be placed on easel). The latter will be exhibited at the Europe Day celebration in the Parliament of Georgia.

Product 3. Printing of award-winning student photos

In the preparations for the Europe Day event, the Parliament supported by the UNDP Project intends to announce the high-school student (9-12 graders) competition “My Europe”. The company shall print the best 20 photos to be exhibited during the Europe Day celebration in the Parliament of Georgia. A total of 80 photos (20 photos, 4 copies of each, size A3, full color, high quality photo paper) shall be printed, out of which 20 (one copy of each photo) must be attached to cardboards for exhibition purposes (to be placed on easel).

Product 4. Design and printing of Photo Album with student photos

The company shall design and produce a Photo Album (bi-lingual: with Georgian and English text) with the best 20 student photos. A total of 150 copies of these Photo Albums shall be printed. The detailed specifications for the photo album is given below:

- Size – A4;
- Pages – up to 24 pages (including cover page);
- Binding – stapled;
- Cover page – full color, 200 gr/m², high quality, gloss;
- Inside pages – full color, 135 gr/m², two side printing, high quality, gloss.

Product 5. Design and production of Europe Day ribbons

The company shall design special ribbons symbolizing EU-Georgia partnership. The ribbons will be worn by the Members of Parliament and other guests of the Europe Day event. A total of 250 ribbons shall be made of silk ribbon.

4. DELIVERABLES

Deliverable 1. Concept and scenario for the five video clips and design for promotional materials

Deliverable 2. Production of the video clips and printing of the promotional materials, more particularly:

- 2.1. Production of five video clips translated and dubbed/subtitled in ethnic minority languages and in English (in total 30 video clip versions)
- 2.2. Design and printing of posters (bilingual, 25 pcs – A3 size; 5 pcs – A1 size on cardboard, full color, high quality paper) and student photos (full color, high quality photo paper, 60 pcs – A3 size; 20 pcs – A3 size on cardboard) for the Europe Day exhibition
- 2.3. Design and printing of photo album (bilingual, 150 pcs – A4 size)
- 2.4. Design and production of Europe Day ribbons (250 pcs)

5. ELIGIBILITY CRITERIA

Considering a variety of activities in this project and need for different expertise, companies may submit their proposals as consortiums and/or together with sub-contracted company, which can include advertising agency, publishing house, individual (outsourced) experts in the area of EU/EU integration. In case of Consortium or sub-contracting, the written statement/agreement between the companies should be included certifying the establishment of the consortium/co-operation and proving brief information about leading and sub-contracted organizations. In the proposal the company shall indicate the extend of activities sub-contractor will provide and the contractor will be responsible for the final output.

Company is expected to have:

- At least 5 years' experience in planning and implementing similar projects (developing creative concepts, production of videos, production of marketing materials, etc.)
- Experience in production of social advertisements (at least two similar projects)
- Experience in working with international organizations would be an asset
- Qualified and experienced team consisting of, at a minimum: (1) Task manager/Producer - with at least 5 years of working experience in managing media campaigns involving similar activities (production of video clips, promotional materials, etc.); (2) Director – with at least 4 years of working experience; (3) Scriptwriter – with at least 3 years of working experience; (4) Consultant/Expert in the area of EU integration and EU-Georgia affairs – with at least 5 years of working experience in the field in a capacity of an officer/consultant at the state, non-governmental and/or international organizations; (5) Translators: Georgian-Abkhaz, Georgian-Armenian, Georgian-Azerbaijani, Georgian-Ossetian, Georgian-English – with at least 2 years of experience of providing translation services in respective languages; (6) Designer - with at least 3 years of working experience in designing the promotional and printing materials; (7) Production crew, including cameramen, actors and others; (8) other support staff (administrative/logistic).

6. PAYMENT MODALITY

The payment will be effected by bank transfer in accordance with the existing regulations. Successful company will be paid in three installments upon submission of the following deliverables:

Deliverable 1. Concept and scenario for the five video clips and design for promotional materials	Latest by 15 April 2015	20% of the total sum
Deliverable 2. Production of the video clips and printing of the promotional materials	Latest by 1 May 2015	80% of the total sum

Annex 5

Technical Proposal Evaluation Form

Technical Proposal	70%	Max Points Obtainable
Expertise of the Firm		
At least 5 years' experience in planning and implementing similar projects (developing creative concepts, production of videos, production of marketing materials, etc.)	9%	90
<i>5 years' experience – 60 (min. requirement)</i>		
<i>more than 5 years experience - 90</i>		
Financial Stability	1%	10
<i>Certificate of no debt toward budget – 10 (min. requirement)</i>		
Experience in production of social advertisements (at least two similar projects)	8%	80
<i>two similar projects – 50 (min. requirement)</i>		
<i>more than two similar projects - 80</i>		
Experience in working with international organizations would be an asset (<i>asset</i>)	1%	10
<i>Experience -10</i>		
At least three letters of recommendation from previous contract providers (<i>min. requirement</i>)	2%	20
Total:	21%	210
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
Does the Offeror fully understand the task? Is the scope of task well defined and does it correspond to the TOR?	10%	100
<i>Full Understanding -100</i>		
<i>Fair Understanding (min. requirement) -50</i>		
Appropriateness of the methodology to the condition	10%	100
<i>Comprehensive and systematic methodology -100</i>		
<i>Fairly appropriate methodology (min. requirement) -50</i>		
Timeliness of the implementation plan	8%	80
<i>Completely appropriate -80</i>		
<i>Fairly appropriate (min. requirement) -40</i>		
Total:	28%	280
Management Structure and Qualification of Key Personnel		

Task manager/Producer - with at least 5 years of working experience in managing media campaigns involving similar activities (production of video clips, promotional materials, etc. <i>(min. requirement)</i>)	4%	40
Director – with at least 4 years of working experience <i>(min. requirement)</i>	4%	40
Scriptwriter – with at least 3 years of working experience <i>(min. requirement)</i>	4%	40
Consultant/Expert in the area of EU integration and EU-Georgia affairs – with at least 5 years of working experience in the field in a capacity of an officer/consultant at the state, non-governmental and/or international organization <i>(min. requirement)</i>	2%	20
Translators: Georgian-Abkhaz, Georgian-Armenian, Georgian-Azerbaijani, Georgian-Ossetian, Georgian-English – with at least 2 years of experience of providing translation services in respective languages <i>(min. requirement)</i>	2%	20
Designer - with at least 3 years of working experience in designing the promotional and printing materials <i>(min. requirement)</i>	4%	40
Production crew, including cameramen, actors and others <i>(min. requirement)</i>	1%	10
Total:	21%	210
Maximum Total Technical		700
Minimum Technical points needed		490

Financial Proposal		
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%	300

Total:	100%	1000
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Annex 6

Checklist of Documents

- a) Profile;
- b) Business Licenses:
 - a. An extract from the Entrepreneurial Register/Certificate of Registration of the business
 - b. Tax Registration/Payers Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax Exemption, if any such privilege is enjoyed by the Proposer;
- c) Certificate of no debt toward budget;
- d) Detailed Bank Requisites - List of Bank References (Name of Bank, Location, Contact Person and Contact Details);
- e) Company Qualification record (Track Record);
- f) At least 3 letters of recommendation from previous contract providers;
- g) CVs demonstrating qualifications of personnel (Task Manager and Key Experts) and short description of their capacities in compliance with requirements of the TOR for this RFP;
- h) Written confirmation from each involved personnel that they are available for the duration of the contract;
- i) Proposal submission form filled in the format given in Annex 2;
- j) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;
- k) In case of Consortium or sub-contracting, the written statement/agreement between the companies should be included certifying the establishment of the consortium/co-operation and proving brief information about leading and sub-contracted organizations. In the proposal the company shall indicate the extend of activities sub-contractor will provide and the contractor will be responsible for the final output.
- l) Samples of similar products (video clips, design of printing materials, etc) on CD, draft concept of video clips, sample materials for the posters, photo album and Europe Day ribbon.