

EU4Georgia Programme

Communication support for the Delegation of the European Union to Georgia

INVITATION & INSTRUCTIONS TO PARTICIPATE TO CALL FOR PROPOSAL FOR COMPETITIVE NEGOTIATION

Tbilisi, 06.04.2018

Publication reference number **EU4G_050518**

Dear Sirs,

SUBJECT: INVITATION

Overall Event Organisation of EU Day activities at RIKE Park including Exhibition Area, Logistics & all related Coordination Tasks

This is an invitation to tender for the above mentioned contract.

By submitting a tender, tenderers fully and unreservedly accept the Contract and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

The Call for Proposal dossier is constituted of this document in addition to the below annexes:

Draft contract, including annexes

- **Draft contract and special conditions**
- **Technical Offer based on Negotiated Procedure**
- **Model financial offer**

1. Language of the Contract

The tenders, all correspondence and documents related to the procedures exchanges must be written in English only.

2. Grounds for exclusion

Tenderers must submit a signed declaration (as per annex template), to the effect that they are not in any of the situations listed in point 2.3.3 of the Practical Guide.

3. Timetable

	DATE	TIME*
Deadline for requesting clarifications	10.4.2018	12:00 hrs
Last date on which clarifications are issued	11.4.2018	-
Deadline for submission of Proposals	16.4.2018	16:00 hrs
Negotiations with Tenderers	17.4.2018	
Notification of award to the successful tenderer	18.4.2018	-
Signature of the contract	19.4.2018	-

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4. Type of contract

unit-price.

5. Currency

Tenders must be presented in GEL, VAT Exempt basis.

6. Submission of Proposals

Proposals must be received before the **16:00 hrs on 16.4.2018**. They must include all the documents specified in point 7 of these Instructions and be received to the following address: Administration@eu4georgia.eu

Proposals received after the above deadline will be rejected.

Proposals must comply with the following conditions:

7. Content of Proposals

All Proposals submitted must comply with the requirements in the Call for Proposal dossier and comprise:

Part 1: Technical offer:

A detailed description of the tendered items in conformity with the requirements set forth in the Terms of Reference, including any visual brochures/designs for clarity.

Technical Offer must include clear provision of full coverage insurance against any damages as a result of Event Organiser.

Part 2: Financial offer (presented as per template in annex): calculated on VAT Exempt basis & Unit Prices ensuring Turn Key solutions.

The Tenderers are invited to submit alternative/additional items according to their experience with similar events.

Part 3: Documentation:

To be supplied in free format

- A profile of the Contractor highlighting previous expertise and similar previous activities.
- The legal entity file and the supporting documents
- A description of the work process and detailed timeline towards fulfillment of requirements for the Event
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company is duly authorised to do so.

8. Additional information before the deadline for submission of tenders

Tenderers may submit questions in writing to Administration@eu4georgia.eu according to timeline in article 3 above mentioned.

Any prospective tenderers seeking to arrange individual meetings with either MCI Benelux, EU4Georgia Team and/or the European Delegation to Georgia during the tender period may be excluded from the tender procedure.

9. Ownership of tenders

EU4Georgia retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

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10. Evaluation of tenders

- 10.1 The evaluation of tenders is for the purpose of checking whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.
- 10.2 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence MCI Benelux in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 10.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of proposals, the evaluation committee may ask each tenderer individually for clarification of its proposal including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee.

The Client will invite 1 or more tenderers to negotiate with towards the final list of items.

10.5 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

10.6 Sufficiency of Tender Prices

The Contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the requested provisions, in particular:

- a) the costs of transport;
- b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the requested provisions;
- c) execution and supervision of on-site assembly and/or commissioning of the delivered provisions;
- d) furnishing of tools required for assembly and/or maintenance of the delivered provisions.

10.7 Award criteria

The contract is awarded to the technically compliant tender which is the most economically advantageous (i.e. the sole criterion is the best-price quality ratio).

11. Signature of the contract

- 11.1 The successful tenderer will be informed in writing that its tender has been accepted.
- 11.2 MCI Benelux reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract and to include in the contract part or all of the Optional Equipment up to maximum budget availability. The unit prices quoted in the tender shall be used.

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- 11.3 The selected tenderer must sign and date the contract and return it within 48 hours of its receipt. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 11.4 If it fails to sign and return the contract within designated time, the award will proceed to the next compliant tenderer.

12. Cancellation of the procedure

If a tender procedure is cancelled, tenderers will be notified by MCI Benelux.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will MCI Benelux be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if MCI Benelux has been advised of the possibility of damages. The publication of a contract notice does not commit MCI Benelux to implement the programme or project announced.

13. Ethics clauses

- 13.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence MCI Benelux during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 13.2 When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform MCI Benelux.

We look forward to receiving your tender before the submission deadline at the address specified in the documents.

Yours sincerely,

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CALL FOR PROPOSAL

1. CONTRACTOR

MCI Benelux S.A

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

The purpose of this contract is to undertake the **overall organisation of EU Day activities at RIKE Park including Exhibition Area, Logistics & all related Coordination Tasks** as detailed below for the EU Day Event activity on May 5th, 2018 at RIKE Park, Georgia for the EU Delegation to Georgia within the EU4Georgia Framework activities.

The results shall be the qualified and professional support in order to assure the smooth implementation of the event.

3. SCOPE OF THE WORK

The selected Tenderer(s) shall organise and manage the following:

- logistics arrangements:
 - Venue Layout and Setup for Stands with expected 15000 number of participants
 - EUD Stand Proposal as per image below
 - Stage Management with Technical and A/V Engineers as needed
 - Light and Sound setup
 - Provision of structural equipment: Tents, Booths, Tables, Stands, Chairs, etc. (detailed list below)
 - Assessment of Equipment provided from Tbilisi City Hall (Tents, Stands, Tables, Sound Equipment, etc) and where necessary maintenance and/or painting of stand structures as example.
 - Visual projection facilities
 - Food & Drink Vendors
 - Printing and/or production, installation and dismantling of Banners, Information Boards, Signage, Rollups, Badges, Table Covers, decoration banners (detailed list below)
 - Loading, transportation, unloading, installing and dismantling and the return of equipment provided from Tbilisi City Hall
 - Electrical cabling and setup of lighting to stands
 - Portable toilets
 - Setting up of hand washing stations outside portable toilets and cleaning services
 - Water coolers/refrigerators setup at various locations

Indicative list of Requirements as per below table: Unit Prices to include transport, delivery, setup, dismantling (as will be necessary per each item)

A) General Logistics:

	Description	Qty
1.1	Chairs – stackable	264
1.2	Entrance Arch Structure (7x4m) with Blue and Yellow Balloons	2
1.3	Blank White Banner with stand alone structure 1.8x3.5m	2
1.4	Photo booth	2
1.5	Giffer	1
1.6	Big Umbrella – 2.5 meter diameter	2
1.7	LCD Screen - 50 inch with stand alone stand	4
1.8	VIP Tent for Reception for 400 -600 persons	1
1.9	Fireworks Show	10 minutes
1.10	Wheel chair ramps (qty based on final design)	Approx. 15 ramps
1.11	futons/Puffs	8
1.12	mini sound system, microphone, LED display for stand presentation - including installation Speaker at the 5x5 m tent for outdoor use, Microphone, led display, cables to plug to laptop	1
1.13	sound system for amphitheatre at Rike Part including installation	1
1.14	wood Palettes in blue color	8
1.15	Lighting Setup on light poles for decoration	400 m
1.16	Security	
1.17	Generator (based on final setup)	

B) Printing & Productions: (Ready to print files will be provided) –

	Description	Qty	Dimensions
2.1	Info Board on stand alone structure with 0.4 cm metal legs	32	0.9x1.6 m
2.2	Roll Ups	6	1.5x2 m
2.3	5X5 Tent Branding	41	Size 0.55X20m.
2.4	3X3Tent Branding	1	Size 0.55X12 m
2.5	5X3Stand Branding; Fixed Cover and Back banner	10	5.4x5 m
2.6	5X3Stand Branding; side banners with reinforced hem, and wind slits - movable	20	1x2.4 m
2.7	Table Branding, size h0.8xw0.6xl2	115	0.8x0.6x2 m
2.8	Welcome Banner	2	0.55x11 m
2.9	Banner for Amphitheatre stage with stand alone structure	2	2.5x4.5
2.10	Passports: Cover Page: Glossy 150g; inside 16 pages, Glossy 100 g. full Color, Stapled	4000	17.5x12 cm
2.11	Branding for metal Barriers	64	1m x 0.80
2.12	Stamps for EUMS (Self-inking Stamp)	40	3x2 cm
2.13	Badges with plastic cover + lanyards (two colors of lanyard)	300	11x8 cm
2.14	Back Net-banner for BIG stage	1	5x9 m
2.15	Front-side Banner for BIG stage	6	1x6 m
2.16	Front ground banner for BIG stage	1	1x10 m
2.17	Front Top banner for BIG stage (triangle form)	1	1x10 m
2.18	Back Net-banner for SMALL stage	1	5x8 m

2.19	Front-side Banner for SMALL stage	6	1x5 m
2.20	Front ground banner for SMALL stage	1	1x9 m
2.21	Front Top banner for SMALL stage (triangle form)	1	1x9 m
2.22	Banner for Entrance Arch with (Size TBC)	2	0.55x7 m
2.23	EU & GEO hanging Flags on light poles for decoration	400m	
2.24	Directional Signs on stand alone structures	20	0.5x0.5m

C) Branded Promotional Items (Ready to print files will be provided)

3.1	T - Shirts for Volunteers and Staff (colors to be agreed with Contractor] 100% cotton – 200 each size Small, Medium, Large	600
3.2	Caps for Volunteers and Staff (colors to be agreed with Contractor] - Cotton	400
3.3	T-shirts - 1000 each size	3000
3.4	Bags branded cloth/fabric bag with grab handle 0.38x0.42	3000
3.5	Set of 5 coloring pencils	3000
3.6	plastic bracelets	3000
3.7	Lapel Pin - 2-1/4" diameter with the safety pin clasp on the back	3000
3.8	Rain coveralls	300
3.9	Balloons: branded a) Georgia Flag and b) EU Flag	600 each
3.10	ANY OTHER PROMOTIONAL ITEMS with the confirmation of production and delivery by 4th May	

D) Children's Zone

4.1	Soap bubbles	1000
4.2	Play-Doh modeling compound 2 oz cans with multiple colors – set of 5	500
4.3	Cotton candy Station, free giveaway from 12:00 to 17:00	4
4.4	Icecream Station, free giveaway from 12:00 to 17:00	4
4.5	Popcorn Station, free giveaway from 12:00 to 17:00	4
4.6	Face painting station	2
4.7	ANY OTHER PROPOSAL for Children zone entertainment options	

E) TECHNICAL Items to be developed during negotiation phase

5.1	Providing water source for food court	1
5.2	Providing, Installing/uninstalling new public (bio) toilets	16
5.3	Maintenance of Beach Flag stands with base 2.5x0.6 m	18
5.4	Transport and/or installation and setup of Tents and any other structures provided by City Hall	1
5.5	Landmarks: maintenance of existing stands	19
5.6	Cleaning service during 5 th May	
5.7	Transportation of Project Stands or any other construction, Installation and dismantling from/to storage warehouses	
5.8	Maintenance (to include painting) of Steel Structure Stands of City Hall	

F) To be Proposed/Identified

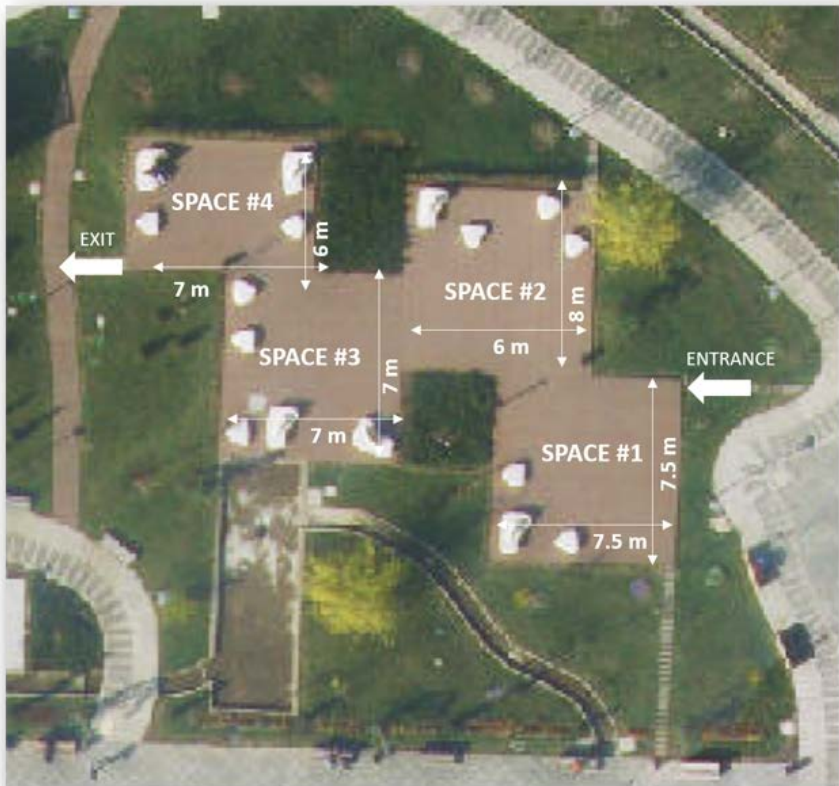
6.1	Food Vendors to be proposed with choices of minimum 4 different cuisines to provide food from 11:00 to 20:00 hrs
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G) OPTIONAL ITEMS (to be confirmed during negotiation phase)

7.1	Tent – 5X5 water proof material. Side and top panels	49
7.2	Stand – 5X3	10
7.3	Tables - 0.6 X 2 any material not Plastic.	139
7.4	Electric Capacity for food providers (Max 5 KV for each (8)	8
7.5	Stand for Food vendor: High 2.5; Width 0.8; Length 3	8
7.6	Stand for Food vendor: High 2.5; Width 0.8; Length 1.5	8
7.7	Barriers (in Meters)	400
7.8	Stage Management Team – for Day Time Stage (provide list of team specialisations) e.g sound, light, etc	1
7.9	Stage Management Team – for Night Time Stage (provide list of team specialisations) e.g sound, light, etc	1
7.10	Stage 9x6; - complete structure	1
7.11	Second Stage 10x12 - complete structure	1

The tenderer is invited to propose any additional items/ideas suitable for the type of Event.

EUD Stand Design (Ownership of this structure will be reverted to EU Delegation at the end of the Event)



- In each space should be placed 1 table (approximate margins: 2 X0.6 m) and 2 standard chairs;
- The EUD stand installation should have 1 instruction banner in the entrance;
- The EUD stand should have entrance in one side and exit in another;
- EUD stand should be removable, transportable and reusable

- EUD stand should be adapted into the different space;
- While creating EUD stand installation should be considered that labyrinth wall should be removable/changeable;
- Approximate size of each space: 5 X 5 m; (totally 100 sq.)
- Installation to have cover in case of bad weather;
- Labyrinth walls should not be fully covered and from the outside it can be visible that people are inside

3.1. Project management

Framework Contractor Project Manager (Contractor) will be the sole responsible body related to all contractual, administrative and organisation issues.

4. LOGISTICS AND TIMING

4.1. Location

The Event shall be held at RIKE Park & Europe Square on May 5th, 2018

4.2. Commencement date & Period of implementation of tasks

The intended commencement date is date of contract signature from both parties and all items must be made available, delivered, installed, tested (as necessary) for the Event taking place on 5th May 2018.

All materials to be removed from RIKE Park on May 6th and premises restored to original status prior to installations.

5. REQUIREMENTS

5.1. Service Provider

- Good track record in organising large size public events – indoor and outdoor
- Previous experience in setup of outdoor events
- Possessing inventory of event setup equipment, printing house
- Provision of AV and Light Support with necessary engineering team
- Venue management
- Experience in production of promotional materials

6. REPORTING

Detailed daily progress reports to be provided to Client



Funded by the European Union

LOGISTICS AND ORGANISATIONS OF EU DAY 2018 ACTIVITIES

PROJECT “EU4Georgia Framework Contract” No. 2016-378861

N° XX/2018

MCI Benelux S.A
280, Boulevard Du Souverain
VAT BE0480.076.556
1160 Brussels – Belgium
(‘the Client’),

of the one part,

and

SERVICE PROVIDER Details

Name

Address

Company registration number

(‘the Contractor’)

of the other part,

have agreed as follows:

(1) Parties

Client: MCI Benelux S.A as Framework Contractor assigned to implement EU funded Specific Contract 2016-378861 EU4 Georgia within the EU FWC Commission 2015 Lot 2 – Communication.

Contractor: XXXXXXXX: as contractor responsible for the fulfilment of scope of services as detailed in Annex I) to this contract.

(2) Subject

2.1 The subject of this Contract is providing **overall organisation of EU Day activities at RIKE Park including Exhibition Area, Logistics & all related Coordination Tasks** executed in Georgia (‘the services’). The Contractor’s obligations are limited only with the services described in the Annex I (Service Provider Offer) to this Contract. The Client is responsible for all logistics & coordination tasks related to the Event. All materials and/or equipment described in the Annex I shall remain in the ownership on the Contractor (its sub-contractors) except materials and equipment specifically produced under this contract and which will be used/distributed by Client during the event and for other events)

2.2 The contractor shall execute the tasks assigned to him in accordance with the scope of services annexed to the Contract (Annex I)

2.3 For the purposes of this Contract the ‘Event’ shall mean the event dedicated to the Europe Day and held in Georgia, Tbilisi on 5 May 2018.

(3) Contract value & Implementation of the tasks

3.1 This Contract, established in GEL, is a Unit price contract. The contract value is for a maximum of **XX** GEL on Vat Exempt basis.

3.2 The start date for implementation shall be date of signature of the contract by both parties up to finalisation of activities related to EU Day activities in Tbilisi unless otherwise agreed by the parties.

3.3 Payments shall be made as below indicated to be made in euro into the bank account notified by the Contractor to the Client:

Timeline	GEL
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Within 5 days from Contract signature	Pre-Financing Payment	
	Forecast Balance (approx.)*	
	Total (maximum of)	

*Final reconciliation will be provided to MCI Benelux SA within and not later 15 working days after the event date.

3.4 All Payments shall be made to the following Bank account of the Contractor:

BANK DETAILS

3.5 Parties should bring all banking costs at their banks, i.e. the Contractor shall receive aforesaid sums free from any banking fees and/or charges unless Contractor bank applies any charges that are outside the control of the Client.

3.6. Parties hereby agree that the Parties should sign acceptance act of all services not later than three days after the day of the Event. If Parties don't sign the acceptance act and the Client doesn't provide to the Contractor claims regarding the services within the same period, it will be deemed that all services are provided duly and accepted by the Client. In case of claims regarding the services the Client should provide appropriate documents and/or proofs.

(4) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Terms of Reference (Annex I) and related technical offer
- The Financial Offer (annex II)

(5) Language of the contract

The language of the contract and of all written communications between the Contractor and the Client and/or the FWC Project Director shall be English.

	Client	Project Director	Contractor
Name			
Email			
Tel/GSM			

For technical matters, all communications shall be addressed via the FWC Team Leader.

(6) Liability & Security

6.1. The Contractor shall assume full responsibility for maintaining the integrity of services described in Annex I to this contract.

Parties acknowledge that the Contractor is not responsible if the Client and/or other contributors of the Event cause delays regarding the services. For the purposes of this Contract under "contributor" Parties mean EU Delegation to Georgia and all other persons who will contribute the Event. To avoid any doubts Parties hereby agree that if Client delays payments and/or instructions regarding the services or if Contributors don't fulfil their obligations/promises.

6.2. The Contractor notes that security, travel and event insurance is its own responsibility. In this respect, it hereby covenants and agrees to indemnify and hold harmless the Client and EU Delegation to Georgia and its personnel from any losses, damages, claims, liabilities, costs and expenses in connection with the said event, its participants and/or the end user company, except to the extent determined and proven to have resulted from the deliberate misconduct and gross negligence of the Client personnel.

The security indicated in this article refers to the provided services Annex I of the contract.

- 6.3. Upon expiry or termination of this Contract the Contractor shall return to the Client all materials that the Client may have provided to the Contractor pursuant to this Contract. It is specifically agreed that the Contractor shall not be entitled to exercise any claim against the Client with respect to the materials that may be provided by the Client.
- 6.4. At any time, the Contractor shall be responsible for and shall indemnify the Client for any damage caused during the performance of the services, to the Client by the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable. The Contractor must present copy of full coverage insurance against any damages as a result of Event Organiser activities.
- 6.5. The Contractor shall include sufficient security provisions during the Event at all activity locations.
- 6.6. The Contractor shall, at its own expense, indemnify, protect and defend, the Client, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter "claim(s)") arising from any act or omission by the Contractor, its staff, its subcontractors and/or any person for which the Contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties.
- 6.7. The Contractor shall put in place security measures for its employees and experts located in the country commensurate with the physical danger (possibly) facing them. The Contractor shall also be responsible for monitoring the level of physical risk to which its employees and experts are exposed and for keeping the Client informed of the situation. If the Client or the Contractor becomes aware of an imminent threat to the life or health of any of its employees or experts, the Contractor must take immediate emergency action to remove the individuals concerned to safety. If the Contractor takes such action, he must communicate this immediately to the Project Manager.

(7) Confidentiality & Intellectual Property Rights

- 7.1. The Parties shall keep confidential any and all information and data concerning their business and activities (including information produced within the framework of this contract) that may come to the knowledge of either party, its staff or appointed representatives during or in connection with the execution of this contract.

The confidentiality refers to the internal communications between the two parties.

The Parties acknowledge that, in the context of the performance of this Agreement, they may have access to confidential information regarding their businesses, intellectual property, finances, goals, plans, programs, activities, members, donors, supporters, officers, directors, employees, volunteers, grantees, grantors, attendees, beneficiaries, vendors, suppliers, affiliates, and alike (“Confidential Information”).

The Contractor recognizes that all Client’s Confidential Information is owned and shall continue to be owned solely by the Client. Client recognizes that all Contractor’s Confidential Information is owned and shall continue to be owned solely by the Contractor. Such information shall remain the property of either party and any and all copies thereof shall be returned to either Party upon termination of this specific contract. Either Party shall not disclose to, or use for the benefit of, any person, company, or other entity, any files or Confidential Information at any time during or after termination of this specific contract, without the express written authorisation of the other party.

The Contractor agrees to deliver or return to Client, immediately upon termination of the term of this specific contract and otherwise upon the Client’s request, all Confidential Information, and any other documents, records and database belonging to the Client in the Contractor’s possession at that time, whether prepared by the Contractor or others; and vice versa. Each party – meaning organisation, staff and staff on assignment – agrees to keep confidential the other Party’s confidential information, such as financial records, customer lists and information, pricing and competitor information, strategies, methods and financial results and take such reasonable efforts to ensure the protection of such confidential

information. This covenant of non-disclosure shall survive the termination of this specific contract.

The obligations referred to in this article shall not apply insofar as the data and information:

- i. Were demonstrably already in either party's possession at the time that either provided the data and information to the other; or
- ii. Were known in the public domain or subsequently enter into the public domain through no fault of either party.

The obligations of this article shall survive the termination or dissolution of this agreement irrespective of the reason for termination or dissolution.

- 7.2. A "result" shall be any outcome of the implementation of the contract and provided as such by the Contractor.
- 7.3. The ownership of all the results or rights thereon and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the Client from the moment these results or rights are delivered to the EU Delegation to Georgia and accepted by it. The EU Delegation to Georgia and recipients devolved from there may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.

(8) Verifications, Check and Audits by European Union Bodies

- 8.1. The Contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the contract. The Contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the Contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The Contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.
- 8.2. Furthermore, the Contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 8.3. To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The Contractor shall inform the Client of their precise location.
- 8.4. The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget funds.

8.5. Failure to comply with the obligations set forth in Article 8.1 to 8.4 constitutes a case of serious breach of contract.

(9) Suspension and Termination

The contract may be terminated and/or suspended within seven (7) days of having notified the Contractor in any of the following situations:

- 9.1. The Contractor is in serious breach of contract for failure to perform its contractual obligations;
- 9.2. the Contractor fails to comply within a reasonable time with the notice given by the Client requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- 9.3. the Contractor refuses or neglects to carry out any administrative orders given by the Client;
- 9.4. If any national or local law, regulation, ordinance, ruling, interpretation or policy becomes effective which makes the activities contemplated by this Contract unlawful, impracticable thus materially reducing the agreed upon scope of services.
- 9.5. The Contractor has been guilty of grave professional misconduct proven by any means which the Client can justify;
- 9.6. The Contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that Contractor;
- 9.7. Any other legal disability hindering performance of the contract occurs;
- 9.8. Upon termination of the contract or when it has received notice thereof, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum

On termination of this Contract, no other payments by way of compensation, damages, indemnity or otherwise whatsoever shall be due from either party to the other by reason of termination of this Contract in accordance with the provisions hereof.

(10) Force Majeure

Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligation hereunder on account of strikes, riots, terrorist activity, insurrection, government restrictions, earthquakes, fires, floods, storms explosions, acts of God or any other cause which is beyond the reasonable control of such Party (force majeure). When a Party invokes force majeure in accordance with this clause, the other Party may then choose to terminate the contract or to suspend its performance as long as the circumstances of force majeure exist. No cancellation fees will then apply in that specific case.

(11) Applicable Law / Dispute Resolution

- 11.1. The Contractor will be responsible and liable for any arrangements as may be necessary with regard to the payment of any income tax and national tax insurance or any social contributions and/or any other tax which may become due as result of earnings deriving from the contract in Georgia.
- 11.2. The Belgian law is the law governing the Project Contract.
- 11.3. Any dispute concerning the Project Contract shall be resolved between the Parties in an amicable manner. Should the amicable settlement fail, any dispute shall will be submitted to the International Chamber of Commerce/ Paris.

Done in English in two originals.

For the Contractor

Name:

Title:

Signature:

Date:

For the Client

Name:

Title:

Signature:

Date:

ANNEX IV : Budget breakdown

PUBLICATION REFERENCE: EU4G_05052018 NAME OF TENDERER: <name>

All Prices must be on VAT Exempt Basis

A) General Logistics:

	Description	Qty	Unit Cost	Total
1.1	Chairs – stackable	264		
1.2	Entrance Arch Structure (7x4m) with Blue and Yellow Balloons	2		
1.3	Blank White Banner with stand alone structure 1.8x3.5m	2		
1.4	Photo booth	2		
1.5	Giffer	1		
1.6	Big Umbrella – 2.5 meter diameter	2		
1.7	LCD Screen - 50 inch with stand alone stand	4		
1.8	VIP Tent for Reception for 400 -600 persons	1		
1.9	Fireworks Show	10 minutes		
1.10	Wheel chair ramps (qty based on final design)	Approx. 15 ramps		
1.11	futons/Puffs	8		
1.12	mini sound system, microphone, LED display for stand presentation - including installation Speaker at the 5x5 m tent for outdoor use, Microphone, led display, cables to plug to laptop	1		
1.13	sound system for amphitheatre at Rike Part including installation	1		
1.14	wood Palettes in blue color	8		
1.15	Lighting Setup on light poles for decoration	400 m		
1.16	Security			
1.17	Generator (based on final setup)			

B) Printing & Productions: (Ready to print files will be provided) –

	Description	Qty	Dimensions		
2.1	Info Board on stand alone structure with 0.4 cm metal legs	32	0.9x1.6 m		
2.2	Roll Ups	6	1.5x2 m		
2.3	5X5 Tent Branding	41	Size 0.55X20m.		
2.4	3X3Tent Branding	1	Size 0.55X12 m		
2.5	5X3Stand Branding; Fixed Cover and Back banner	10	5.4x5 m		
2.6	5X3Stand Branding; side banners with reinforced hem, and wind slits - movable	20	1x2.4 m		
2.7	Table Branding, size h0.8xw0.6x12	115	0.8x0.6x2 m		
2.8	Welcome Banner	2	0.55x11 m		
2.9	Banner for Amphitheatre stage with stand alone structure	2	2.5x4.5		
2.10	Passports: Cover Page: Glossy 150g; inside 16 pages, Glossy 100 g. full Color, Stapled	4000	17.5x12 cm		
2.11	Branding for metal Barriers	64	1m x 0.80		
2.12	Stamps for EUMS (Self-inking Stamp)	40	3x2 cm		
2.13	Badges with plastic cover + lanyards (two colors of lanyard)	300	11x8 cm		
2.14	Back Net-banner for BIG stage	1	5x9 m		
2.15	Front-side Banner for BIG stage	6	1x6 m		
2.16	Front ground banner for BIG stage	1	1x10 m		
2.17	Front Top banner for BIG stage (triangle form)	1	1x10 m		
2.18	Back Net-banner for SMALL stage	1	5x8 m		
2.19	Front-side Banner for SMALL stage	6	1x5 m		
2.20	Front ground banner for SMALL stage	1	1x9 m		
2.21	Front Top banner for SMALL stage (triangle form)	1	1x9 m		
2.22	Banner for Entrance Arch with (Size TBC)	2	0.55x7 m		
2.23	EU & GEO hanging Flags on light poles for decoration	400m			
2.24	Directional Signs on stand alone structures	20	0.5x0.5m		

C) Branded Promotional Items (Ready to print files will be provided)

3.1	T - Shirts for Volunteers and Staff (colors to be agreed with Contractor] 100% cotton – 200 each size Small, Medium, Large	600		
3.2	Caps for Volunteers and Staff (colors to be agreed with Contractor] - Cotton	400		
3.3	T-shirts - 1000 each size	3000		
3.4	Bags branded cloth/fabric bag with grab handle 0.38x0.42	3000		
3.5	Set of 5 coloring pencils	3000		
3.6	plastic bracelets	3000		
3.7	Lapel Pin - 2-1/4" diameter with the safety pin clasp on the back	3000		
3.8	Rain coveralls	300		
3.9	Balloons: branded a) Georgia Flag and b) EU Flag	600 each		
3.10	ANY OTHER PROMOTIONAL ITEMS with the confirmation of production and delivery by 4th May			

D) Children's Zone

4.1	Soap bubbles	1000		
4.2	Play-Doh modeling compound 2 oz cans with multiple colors – set of 5	500		
4.3	Cotton candy Station, free giveaway from 12:00 to 17:00	4		
4.4	Icecream Station, free giveaway from 12:00 to 17:00	4		
4.5	Popcorn Station, free giveaway from 12:00 to 17:00	4		
4.6	Face painting station	2		
4.7	ANY OTHER PROPOSAL for Children zone entertainment options			

E) TECHNICAL Items to be developed during negotiation phase

5.1	Providing water source for food court	1		
5.2	Providing, Installing/uninstalling new public (bio) toilets	16		
5.3	Maintenance of Beach Flag stands with base 2.5x0.6 m	18		
5.4	Transport and/or installation and setup of Tents and any other structures provided by City Hall	1		

5.5	Landmarks: maintenance of existing stands	19		
5.6	Cleaning service during 5 th May			
5.7	Transportation of Project Stands or any other construction, Installation and dismantling from/to storage warehouses			
5.8	Maintenance (to include painting) of Steel Structure Stands of City Hall			

F) To be Proposed/Identified

6.1	Food Vendors to be proposed with choices of minimum 4 different cuisines to provide food from 11:00 to 20:00 hrs		
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G) OPTIONAL ITEMS (to be confirmed during negotiation phase)

7.1	Tent – 5X5 water proof material. Side and top panels	49		
7.2	Stand – 5X3	10		
7.3	Tables - 0.6 X 2 any material not Plastic.	139		
7.4	Electric Capacity for food providers (Max 5 KV for each (8)	8		
7.5	Stand for Food vendor: High 2.5; Width 0.8; Length 3	8		
7.6	Stand for Food vendor: High 2.5; Width 0.8; Length 1.5	8		
7.7	Barriers (in Meters)	400		
7.8	Stage Management Team – for Day Time Stage (provide list of team specialisations) e.g sound, light, etc	1		
7.9	Stage Management Team – for Night Time Stage (provide list of team specialisations) e.g sound, light, etc	1		
7.10	Stage 9x6; - complete structure	1		
7.11	Second Stage 10x12 - complete structure	1		

The tenderer is invited to propose any additional items/ideas suitable for the type of Event.

LEGAL ENTITY

PRIVATE COMPANY/PUBLIC/INDIVIDUAL

TYPE	<input type="text"/>																														
NAME(S)	<input type="text"/>																														
	<input type="text"/>																														
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ABBREVIATION	<input type="text"/>																														
ADDRESS OF THE HEAD OFFICE/FISCAL ADDRESS	<input type="text"/>																														
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POSTAL CODE	<input type="text"/>										P.O. BOX	<input type="text"/>																			
CITY	<input type="text"/>																														
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PLACE OF REGISTRATION	<input type="text"/>																														
DATE OF REGISTRATION	<input type="text"/> D D		<input type="text"/> M M		<input type="text"/> Y Y Y Y																										
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PHONE	<input type="text"/>															FAX	<input type="text"/>														
E-MAIL	<input type="text"/>																														

THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED TOGETHER WITH:

***1 A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO 2 BELOW.**

***2 A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.**

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE

CITY/DATE

MCI Benelux
EU4Georgia Framework Contractor
FWC 2016/378861
Email: Administration@eu4Georgia.eu

Your ref: EU4G_050518

Overall Event Organisation of EU Day activities at RIKE Park including Exhibition Area, Logistics & all related Coordination Tasks

Dear Sir/Madam

In response to your invitation to tender Ref **EU4G_050518**, we, confirm that we intend to submit a tender for the contract for the above.

We hereby declare that we:

- agree to abide by the ethics clauses in Section 2.4.14. of the Practical Guide (<http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.4.14>) , have not been involved in the preparation of the project which is the subject of this tender procedure, and have no professional conflicting interests and/or any relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of submission of this application according to Section 2.3.6. of the Practical Guide (<http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.3.6>);
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;
- fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.3.3.1. of the Practical Guide (<http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.3.3.1>) or if the declarations or information provided prove to be false they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties representing 2% to 10% of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the conditions set in Section 2.3.4. of the Practical Guide (<http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.3.4>) ;
- are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

Yours faithfully,

NAME

POSITION