

FORM OF CONTRACT

Provision of Event management services for organizing Georgia Startup Summit

THIS AGREEMENT number **GE-GITA-128747-NC-RFQ** made on _____, ____ 2019, between Georgia's Innovation & Technology Agency LEPL (GITA) (hereinafter called "the Employer") on the one part and _____ (hereinafter called "the Service Provider") on the other part

WHEREAS the Employer has invited quotation for Provision of Event management services for organizing Georgia Startup Summit to be rendered by Service Provider, viz. Contract **GE-GITA-128747-NC-RFQ**, (hereinafter called "Contract") and has accepted the Quotation by the Service Provider for the non-consulting services under Contract at the sum of (____) Georgian Lari, including VAT, hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Quotation;
 - b) Term and Conditions of Rendering the Service;
 - c) Description of services;
 - d) Addendum (if applicable);
2. Taking into account payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby concludes an Agreement with the Employer to execute and complete the Service Contract.
3. The Employer hereby covenants to pay in consideration of the services rendered and acceptance of Contract, the Contract Price in accordance with Payment Conditions prescribed by Contract.

4. Termination

4.1 Termination for Default

- (a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
 - (i) if the Service Provider fails to services within the period specified in the Contract, or within any extension thereof granted.
 - (ii) if the Service Provider fails to perform any other obligation under the Contract;
or
 - (iii) if the Service Provider, in the judgment of the Employer has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.
- (b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, Related Services similar to

those undelivered or not performed and the Service Provider shall be liable to the Employer for any additional costs for such similar or Related Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

4.2 Termination for Insolvency.

- (a) The Employer may at any time terminate the Contract by giving notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

4.3 Termination for Convenience.

- (a) The Employer, by notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

Fraud and Corruption

- 5. If the Employer determines that the Service Provider and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, Service Providers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Service Provider, terminate the Service Provider's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

6. Inspections and Audits

6.1 The Service Provider shall carry out all instructions of the Employer which comply with the applicable laws where the destination is located

The Service Provider shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Service Provider's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Signature and seal of the Employer:
FOR AND ON BEHALF OF

Signature and seal of the Supplier:
FOR AND ON BEHALF OF

Mr. Avtandil Kasradze
Chairman of GITA

Name of Authorized Representative

Terms and Conditions for Rendering the Service

Project Name: National Innovation Ecosystem Project (GENIE)

Project Number – P152441

Employer: Georgia’s Innovation & Technology Agency LEPL

1. Prices and Schedules for Rendering the Services:

SUMMARY ACTIVITY SCHEDULE					
No.	Description	Unit	Quantity	Unit Price GEL (Includes all taxes, VAT, customs, duties, etc.)	Total Price GEL
1	Overall event management (as per terms of reference – event management)	lump-sum	1		
2	Airport transfers (as per terms of reference – logistics)	trip	120		
3	Standing lunch for 1,200 persons on November 9 th (as per terms of reference – event catering)	lump-sum	1		
4	Afternoon coffee break Day 1 for 1,200 persons on November 9 th (as per terms of reference – event catering)	lump-sum	1		
5	Welcome Coffee & Snacks for Day 2 for 1,200 persons, November 10 th (as per terms of reference – event catering)	lump-sum	1		
6	VIP Dinner at fine dining restaurant or event space for 350 VIPs on November 9 th (as per terms of reference – event catering)	lump-sum	1		
7	4 star hotel accommodation (as per terms of reference – accommodation)	night	60		
8	5 star hotel accommodation (as per terms of reference – accommodation)	night	60		
Total					

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. Schedule for Rendering the Service: The delivery should be completed in **22 calendar days, commencing on October 21, 2019.**
4. Insurance: Service provider shall take out general event liability insurance for duration of the event: GEL 1,000,000 liability coverage, GEL 100,000 deductible.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Employer's country.

6. Resolution of Disputes: The Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Employer and the Service Provider, the dispute shall be settled in accordance with the country procedures.
7. The Service Provider shall deliver following documents:
- (i) copies of the Service Provider’s invoice showing services rendered, description, quantity, unit price, and total amount;
 - (ii) invoice (in accordance with Georgian legislation);
 - (iii) VAT invoice.
8. Payment for your invoice will be made as follows:
- a) Advance payment of 20% of the Contract price paid within thirty (7) days of signing the contract against a receipt a bank guarantee for the equivalent amount in the acceptable form for the client, and remaining 80% of the contract price paid within thirty (30) days after the date of the Acceptance Act for Services Rendered issued by the Employer.
9. Force-Majeure: The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure. For purposes of this clause, “Force-Majeure” means an events beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force-Majeure situation arises, the Service Provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.
10. Service Provider confirms by signature, that agrees abovementioned Terms and Conditions of Supply

NAME OF SERVICE PROVIDER_____

Authorized Signature_____

Place:

Date:

Description of the services

Background

Georgia's Innovation and Technology Agency LEPL (GITA), plans to undertake the "Georgia Startup Summit". This will be a conference for 1500+ startup founders, investors from 20+ countries from Eastern Europe through Central Asia. This conference will cultivate an international network of startup founders from emerging economies in the heart of the region with Georgia as the international hub. Internationally-known speakers and trainers will be involved, including founders of billion-dollar companies, venture and angel investors and other experts in venture acceleration, marketing, and other areas where Georgian startups need mentorship to grow. The hosting of this international event will help reduce isolation of Georgian founders and foster relationships with more seasoned startup founders, investors, and other experts. Broadening the network of Georgian founders opens up new opportunities for mentoring relationships and other partnerships that engage international expertise with Georgian companies.

Hosting the event will also have important benefits in unifying and strengthening the Georgian startup community; Hosting the event will also have important benefits in unifying and strengthening the Georgian startup community; Startup and Innovation Matching Grant recipients will get a big exposure to the International Startup community network.

In Georgia there is no culture of diverse collaboration in the startup community, through GITA's leadership in bringing top-tier international startup celebrities and investors to Georgia, this event will attract people from around the region and beyond, create a platform for the startup community, welcoming visitors and sharing what's great about Georgia. The "Georgia Startup Summit" event is planned by GITA to be held this November back to back with another event organized by the "Startup Grind Georgia". This is aimed to amplify the scale and synergy with hope that the participants will intermingle.

Objectives

The service provider shall have responsibility for supplying event management services, including, logistics, select meals, speaker, lodging, etc. Service provider will coordinate with GITA speaker flight arrivals, departures and exposure tour plans.

Scope of Work

Service provider shall assume the following scope of work:

Event management:

- 2 x 6-day weeks (12 days, 60 person-days) event planning and hosting time with 5 event organizing experts, who shall have basic understanding of the topics of conference (technology startups and venture capital) to answer participant questions.

- 3 days of orientation and 2 days of event hosting (overall 200 person-days) by 40 persons fluent in English. Event organizing experts will orient these teams on customer service expectation for event, basic information of the content of conference, logistics of what events are occurring where, which participants can gain access to which venues.
- Providing 10 security guards for 2 x 8-hour work shifts (160 person-hours);
- Simultaneous translation between English, Russian and Georgian in 2 rooms simultaneously (4 translator boxes, overall 50 person/hours). Simultaneous interpretation headsets for 800 persons. 4 Interpreters with language level C2 for English, Russian and Georgian and 4 booths;
- Public Wi-Fi coverage providing at least 10mbps down and 5mbps up at all times for all participants in lobby, exhibit, and event spaces and private Wi-Fi in lobby, speaker lounge and event spaces secured and 10mbps down and 5mbps up used by speakers, staff, and exhibitors, both shall be available from 8 AM November 9th until 2 PM November 10th Continuously;
- Providing the necessary technical support, ensure involvement of necessary service personnel and be responsible for smooth uninterrupted operation of all necessary equipment, transportation, installation and removal of all equipment.
- Providing Central Control professional unit. Device shall power up to 60 microphone units and support up to 250 units. It would support 2 languages and more than 8 interpreters and can be used in various speech-application environments such as hotel / conference centers, multi-purpose / training rooms, education facilities, corporate / board rooms, courtrooms, and more.

Logistics:

- Airport transfers for 60 speakers, moderators, investors and media (120 trips from/to Tbilisi International Airport) Private transfer made by fully-insured company providing trained and experienced drivers, business-class vehicles (Sedan) 5 or fewer years in age and comfortable interiors with Wi-Fi and USB charging ports;

Event catering:

- Standing lunch (refer to Appendix A) for 1,200 persons, on Day 1. November 9th, 13:30-15:30 (or as instructed by November 1), at event exhibition area;
- Afternoon coffee break (refer to Appendix B) on Day 1 for 1,200 persons, November 9th, 16:30-18:30, (or as instructed by November 1), at event exhibition area;
- Welcome Coffee & Snacks (refer to Appendix C) on Day 2 for 1,200 persons, November 10th, set up 08:00, refreshed until 10:30 (or as instructed by November 1), at event exhibition area;

- VIP Dinner at fine dining restaurant or event space for 350 VIPs November 9th, 19:30-21:30 (or as instructed by November 1), within 30 minute walk or 20 minute drive of event site.

All meals shall be good and wholesome and shall be prepared and served attractively with the sufficient quality. The service provider shall provide:

- Tables/cocktail tables and have them ready for service;
- All the necessary items to serve food. This includes, but is not limited to: plates, bowls, tableware, glasses, food warmers, serving utensils, napkins and table cloths;
- Arrange cleaning the area under their control immediately after any service is rendered;
- shall ensure that the uniforms of catering crew, towels, rags, and other similar items is in a clean and sanitary condition at all times;
- The service provider shall organize all necessary transportation arrangements. The provided services shall correspond to the standards governed by the respective Georgian Laws and Regulations.

Service provider's catering crew shall consist of at least the following staff:

- 1 crew member (waiter) who serves food, for each 30 guests;
- Cleaners;
- Supervisors;
- Technical staff.

Uniform requirements:

- Waiters - white shirt, black trousers, dark color classic shoes, waistcoat and bowtie.
- Cleaners – black apron.

Accommodation:

40 speakers, moderators, media & VCs for 3 nights (overall 120 nights) provided within up to 20 minute walk of Rustaveli underground station (Tbilisi, Georgia):

- 4-star hotel with 8.5+ rating on a trusted international booking platform in a city-center, 60 nights (20 persons 3 days);
- 5-star hotel with 8.5+ rating on a trusted international booking platform in city-center, 60 nights (20 persons, 3 days).

Appendices

Appendix A: Standing lunch menu

Appendix B: Afternoon coffee break menu

Appendix C: Welcome Coffee & Snacks menu

Appendix A: Standing lunch menu

No.	Menu	Portion size (grams)	Quantity
	Snacks		
1	Meat Platter	2,800	9
2	Georgian Cheese Platter	2,400	10
3	Dried Fruit Platter	2,200	7
4	Bread Platter	2,500	12
5	Shrimp with cream cheese	27	400
6	Pickled vegetables with ham	45	400
7	Mushroom canapé	28	400
8	Spinach with walnuts on mchadi	28	400
9	Eggplant with walnuts on mchadi	28	400
10	Bell pepper with walnuts on mchadi	28	400
11	Marrow roll with dates	27	400
12	Blue cheese with bacon	27	400
13	Parma ham-wrapped grissini	27	400
14	Crab canapé	28	400
15	Beetroot carpaccio with blue cheese	28	400
16	Antipasto	30	400
	Hot dishes		
1	Chicken barbecue	45	665
2	Vegetables barbecue	45	665
3	Roast beef with vegetables	28	400
4	Mushroom with chicken and bacon	27	400
	Pastry		
1	Meat Patty	28	665
2	Mini Lobiani	70	665
3	Mini Khachapuri	70	665
4	Pkhlovani	70	665
	Dessert		
1	Fruit Platter (seasonal)	2,400	12
	Soft drinks		

1	Juice (Orange, green apple, cherry, tropical. 1 litre cartons)		240
2	Bottled water (steel, 0.5 litre)		665

Appendix B: Afternoon coffee break menu

No.	Menu	Portion size (grams)	Quantity
1	Coffee 100% (Arabica) / tea (4 varieties including Earl Grey) / milk	Per person	800
2	Cookies (assorted, lemon, chocolate chip cookies)	30	2,400
3	Mini Khachapuri	70	1,200
4	Sparkling mineral water in bottles	0.5 litre	400
5	Noncarbonated mineral water in bottles	0.5 litre	400

Appendix C: Welcome Coffee & Snacks menu

No.	Menu	Portion size (grams)	Quantity
1	Coffee 100% (brewed Arabica) / tea (4 varieties) / milk	Per person	1,200
2	Cookie (lemon, cocoa)	30	800
3	Mini Khachapuri	70	900
4	Cheese and crackers	50	900
5	Bottled sparkling mineral water	0.5 litre	800