

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: ITB N_UA_2021_002

Date: October 13, 2021

Amendment No. 1

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Production of Animated Video Services** for the E-Learning Training Course "Training on Competition and State Aid". The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on tenders@idlo.int and mention **Clarification ITB N_UA_2021_002** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: November 2, 2021**
Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours,
International Development Law Organization | IDLO
Ukraine Country Office

ANNEX A
INSTRUCTIONS TO BIDDERS

1. General Considerations	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Bid	<p>Bids shall be nominated exclusively in UAH.</p> <p><i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Bid	<p>The bid is executed in both English and Ukrainian. In case of a discrepancy, the English version shall be treated as authoritative.</p> <p>While the Bidder may choose to respond to the Bid in Ukrainian, IDLO's correspondence, documents and Contract relating to the Bid shall be written in the English language.</p>
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before Date: November 2, 2021 Time: 15:00 hours Rome, Italy local time.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p>Services will be delivered within 60 days after receipt of PO or contract from IDLO to Kyiv, 01054, O. Honchara Street 57-B, 5th floor.</p>
7. Customs clearance , if needed, shall be done by:	<p><input type="checkbox"/> IDLO <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> N/A</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes</p>

9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
10. Contents of solicitation documents	<p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.</p>
11. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention Clarification ITB N-UA_2021_002 in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
12. Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.</p>
13. Format, signing sealing, marking and submission of Bids	<p>The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p>

	<p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: tenders@idlo.int with the Subject: “Submission for ITB N_UA_2021_002”.</p>
<p>14. Joint Venture, Consortium, or Association</p>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or</p>

	Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.
15. Only One Bid	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
17. Validity Period of Bids	All Bids will be valid for 90 days from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
18. Modification and withdrawal of Bids	<p>The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause <i>Deadline for Submission of Bids</i>.</p>

	<p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p> <p>No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.</p>
19. Amendment of the Bid	<p>At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Bidders' conference	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes</p>
21. Right to accept, reject, or render non-responsive any or all Bids	<p>IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
22. Clarification of Bids	<p>To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.</p>
23. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
24. Price variation	<p>Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.</p>

25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
27. Due Diligence	<p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.
28. Responsiveness of Bid	<p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<input type="checkbox"/> N/A for Framework Agreement <input checked="" type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of Services, 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.

31. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer;
32. Contract Signature	<p>Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.</p>
33. Debriefing	<p>In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.</p>
34. Payment Terms	<p>IDLO will make payment within 30 days after satisfactory receipt of all services and upon submission of the invoice by the Supplier.</p>
35. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p>
36. Liquidated Damages	<p><input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</p> <p>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</p>
37. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p> <p><input type="checkbox"/> Permitted</p>

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
Certificates and Licenses	<ul style="list-style-type: none"> • Portfolio/Website • Curriculum Vitae of team members assigned 	<ul style="list-style-type: none"> • Link to the Portfolio/Website attesting compliance with Technical Specifications as mentioned under Annex B • CVs for human resources planned to be assigned to this Contract, providing information on educational background, certifications and qualifications of team members.

B. QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Previous Experience	Minimum three (3) years of relevant experience in developing animated videos in 2D format, scenarios and delivering key messages.	Three (3) samples of past animated video produced
	Minimum two (2) contracts of similar value, nature and complexity implemented over the last three (3) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copies of two (2) prior contracts / Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification
Financial Standing	<p>Minimum average annual turnover of EUR 5,000.00 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Financial Statements for the past three (3) years

ANNEX C
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS
FOR PRODUCTION OF ANIMATED VIDEOS FOR THE E-LEARNING TRAINING COURSE
TRAINING ON COMPETITION AND STATE AID

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

Since September 2019, the European Bank for Reconstruction and Development (EBRD) in cooperation with the International Development Law Organization (IDLO), has been implementing the "Training on Competition and State Aid" Project that is funded by the EU Special Shareholders Fund. The project aims at capacity building of Ukrainian commercial and administrative court judges and the Anti-Monopoly Committee of Ukraine (AMCU) officials by raising their qualification in the fields of competition, trade remedy measures and state aid.

In December 2020, the Project Team, together with international and local experts, developed a training programme composed of three (3) modules (protection of economic competition, trade remedies and their effect on competition, and state aid issues) and delivered four two-day training sessions.

To ensure the sustainability of the training programme, the Project Team aims to develop matching modules in e-learning format and assist the National School of Judges and the Anti-Monopoly Committee of Ukraine with implementation of these modules.

C. Condition of Contract and Expected Output

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO office in Ukraine is seeking qualified Service Providers to establish a Contract for Services for the established period to fulfill the assignment.

The objective of this assignment is to produce a total of four (4) animated videos for the e-learning training course on protection of economic competition, trade remedies and state aid issues. The videos are supposed to supplement the e-learning training course and provide a better understanding of the case law among the target audience, peculiarities of the evidence collection and reasoning used by the courts.

The target audience will constitute participants of the e-learning training course which would be judges of the administrative and commercial courts, employees of the Anti-monopoly Committee, other interested individuals.

The scope of the assignment is to develop one (1) one-minute animated video to introduce the e-learning course itself and three (3) three-minute animation videos concerning following cases:

- *Baby milk case* on using indirect evidence to detect anti-competitive cartel aiming at maintaining artificially high baby milk prices
- *Fresh Marine case* on compensating losses that were caused through the error made by the European Commission when imposing provisional anti-dumping and anti-subsidy duties
- *Vinnytsia transport case* on the illegal incompatible state aid granted to a municipal enterprise without applying the public procurement procedure

The animated videos are expected to be developed in 2D format, 4x3, Full HD Format.

Links to reference videos:

<https://www.youtube.com/watch?v=ROFDCqbjYqU>

https://www.youtube.com/watch?v=6qFkn_4duj0

D. Specifications

This ITB is for **Production of Animated Videos** in line with the following specifications:

Lot	Description	Unit	Duration	Cost Identification
1.	Animated video to introduce the e-learning course	1	1 min	Per 1 animated video
2.	Animated video on Baby Milk case	1	3 min	Per 1 animated video
3.	Animated video on Fresh Marine case	1	3 min	Per 1 animated video
4.	Animated video on Vinnytsia Transport company	1	3 min	Per 1 animated video

Detailed specifications:

Lots	Deliverables	Description
1.	Animated video to introduce the e-learning course	Script revision, editorial proofreading, timing, concept development, storyboard development, style and illustration frame elaboration, voice selection (male, Ukrainian), animation production (2D), sound design

		(stock music), voice over, video revision, mastering, subtitles (if necessary), making edits
2.	Animated video on Baby Milk case	Script revision, editorial proofreading, timing, concept development, storyboard development, style and illustration frame elaboration, voice selection (male, Ukrainian), animation production (2D), sound design (stock music), voice over, video revision, mastering, subtitles (if necessary), making edits
3.	Animated video on Fresh Marine case	Script revision, editorial proofreading, timing, concept development, storyboard development, style and illustration frame elaboration, voice selection (male, Ukrainian), animation production (2D), sound design (stock music), voice over, video revision, mastering, subtitles (if necessary), making edits
4.	Animated video on Vinnytsia Transport company	Script revision, editorial proofreading, timing, concept development, storyboard development, style and illustration frame elaboration, voice selection (male, Ukrainian), animation production (2D), sound design (stock music), voice over, video revision, mastering, subtitles (if necessary), making edits

E. Institutional Arrangement

IDLO will provide the Contractor with draft scenarios for the animated videos to be edited, prepared for narration, and arranged frame by frame. The Contractor will be expected to finalize the script, develop storyboard and illustration frame for each scenario to be approved by IDLO prior to starting production. Audio narration of the story will be put on the animated videos. The voice for the narration will be selected and agreed with IDLO.

The videos are to be produced in close cooperation with the IDLO Media and PR Consultant, IDLO Legal Advisor and under the supervision of the IDLO Country Director.

F. Milestones and Scope of Payment

The implementation of the assignment will consist of the following steps:

Phases	MILESTONE	TARGET COMPLETION TIMELINE (from the Contract Start Date)	INSTALLMENT
Phase 1	<i>Phase 1: Preparatory work</i> Consultations and confirmation of the details Concept development and script refinement (script revision, editorial proofreading, timing) Storyboard creation Style and illustration frame	Within 15 days	30%

	Selecting voice (male, Ukrainian language)		
Phase 2	<i>Phase 2: Production</i> Animation production (2D) Sound design (stock music) Voice over Video revision Mastering Subtitles (if necessary)	Within 45 days	70%
Phase 3	<i>Phase 3: Post-production</i> Presenting animations Making edits (up to three times) Delivering finalized videos	Within 60 days	

G. Work Location

The Work will be performed at the Contractor's premises. The Contractor shall be available to attend meetings at the IDLO Ukraine office as IDLO may reasonably request.

Health and safety regulations shall be followed to ensure a safe and healthy work environment.

H. Qualifications of the Successful Contractor

The Contractor shall:

1. Be officially registered with the relevant authorities in Ukraine as a legal entity.
2. Have at least three (3) years of previous experience in developing animated videos in 2D format.
3. Be able to deliver good knowledge of tools essential for development of animated videos and sound skills for production of animated videos.
4. Hold at least three (3) years of previous experience in developing scenarios and delivering key messages.
5. Hold at least three (3) years of demonstrated experience in animated video creation, graphic design and other related fields.
6. Be fluent in Ukrainian and have basic knowledge of English
7. Provide demonstrated sound recording, mixing and mastering skills for music and voice over.
8. Employ a sufficient number of staff with relevant educational and professional background, expertise and experience related to the animated videos development.

I. Annexes to the TOR

Case Law Summary

Baby milk case concerning the Italian baby milk market that has long been characterized by prices significantly higher than in neighboring European countries. In May 2004, following wide public outcry about this situation, the Ministry of Health invited major market players to lower their prices by 10%. The Italian Competition Authority opened an investigation to ascertain whether baby milk producers had violated competition law by cartelizing the market. The collusive behavior was proved on the basis of economic evidence only. The administrative fine in the amount of 9 million EUR was imposed.

Fresh Marine case. Anti-dumping and countervailing measures were imposed on imports of fresh salmon from Norway in 1997. In respect of the applicant, Fresh Marine, the Commission accepted a price undertaking. During the monitoring of undertaking reports, the Commission found mistakes,

withdrew the undertaking and re-imposed provisional anti-dumping and anti-subsidy measures. This happened shortly before Christmas holidays the period of the year with highest imports and consumption of salmon. After exchanges between the applicant and the Commission, the Commission acknowledged that there were no reasons for withdrawing the undertaking. The company brought an action for damages to the EU Court. After examination of the facts of the case, the Court concluded the Commission had to pay a compensation for the damage caused to the applicant.

Vinnytsia transport company case. The first case brought to the Supreme Court on state aid issues in Ukraine. Vinnytsia city council granted the state aid in the amount of ca. 15 million USD to the Vinnytsia transport company. AMCU established that the state aid provided was incompatible and unlawful. The Supreme Court supported AMCU's decision and ruled that the company should return public funds.

**ANNEX D
BID SUBMISSION FORM**

(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Services** for **[INSERT AMOUNT OF MONEY AND CURRENCY]** as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

We understand that you are not bound to accept any Bid you may receive.

Company/Organization: _____

Name: _____

Title: _____

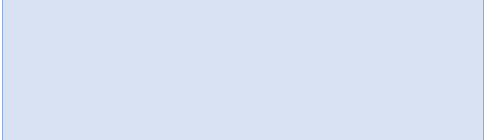
Date: **Select date**

Signature: _____

Duly authorized to sign this Bid

ANNEX E
BIDDER INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB N_UA_2021_002		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents: (As per Annex B – Preliminary Screening Criteria)	<ul style="list-style-type: none"> ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Three samples of past animated video produced (reference link/file, etc.) ▪ Copies of two (2) contracts / Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification ▪ Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years ▪ Three (3) Self-Attestation Letters on Eligibility, Litigation History, Bankruptcy (see Annex B for details) ▪ Link to the Portfolio/Website attesting compliance with Technical Specifications as mentioned under Annex B; 		

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- CVs for human resources planned to be assigned to the awarded Contract, providing information on certifications and qualifications of team members.

ANNEX F PRICE SCHEDULE

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase «**No VAT**».

Table 1: Offer to Supply Goods / Services Compliant with Technical Specifications and Requirements

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate in [UAH]	Total amount in [UAH]
1.	Animated video to introduce the e-learning course	As per Annex C (Paragraph D)	1	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
2.	Animated video on Baby Milk case	As per Annex C (Paragraph D)	1	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
3.	Animated video on Fresh Marine case	As per Annex C (Paragraph D)	1	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
4.	Animated video on Vinnytsia Transport company	As per Annex C (Paragraph D)	1	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Total Cost of Services							

<p>Name, position and signature of the Bidder</p> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of **Services**. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of **Services**.

Place of delivery	IDLO Ukraine Country Office, Kyiv
Delivery date	Services will be delivered within 60 days after receipt of PO or contract from IDLO to Kyiv, 01054, O. Honchara Street 57-B, 5th floor.
Payment terms	<p>In line with the deliverables set forth in Annex C, IDLO shall compensate the Contractor in the maximum amount established in the Contract and payable under conditions of Article 6 of the General Terms and Conditions as follows:</p> <ul style="list-style-type: none">▪ Payment I - 30% of the value of Contract, payable by bank transfer within 30 days after satisfactory receipt of finalized scripts, storyboards and illustration frames (completion of Phase 1) and upon receipt of the complete and correct invoice by the Service provider.▪ Payment II - 70% of the value of Contract, payable by bank transfer within 30 days after satisfactory receipt of animations produced (completion of Phase 3) and and upon receipt of the complete and correct invoice by the Service provider.

ANNEX H
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf

<https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf>