



## REQUEST FOR PROPOSAL (RFP)

**Ref. No. SLE/RFP/2017/014**

	DATE: May 16, 2017
	REFERENCE: SLE/RFP/2017/014 – Support to the Judiciary Communications and Outreach Campaign Bail and Sentencing

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Support to the Judiciary Communications and Outreach Campaign Bail and Sentencing**, Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **17:00 hrs. Freetown, Sierra Leone time; Thursday, June 01, 2017** via courier services to the following address:

**United Nations Development Programme  
55 Wilkinson Road, Freetown Sierra Leone**

Your Proposal must be expressed in the **English language**, and **valid for a minimum period of 120 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
**Carine Yengayenge**  
Deputy Country Director Operations

## Description of Requirements

Context of the Requirement	<p>On 1 July 2015, the Judiciary of Sierra Leone and UNDP embarked on a two-year project to develop and implement a sentencing policy and guidelines and revise the current bail policy. The project is funded by the International Bureau of Narcotics and Law Enforcement Affairs (INL) under the US Department of State.</p> <p>The Judiciary and UNDP are in the final year of implementation of the project titled <i>Promoting Transparency in Sierra Leone's Judiciary</i> which supports the Judiciary and the justice sector chain in updating the legal framework for the provision of Bail and Sentencing. The sentencing guidelines will: a) provide guidance on general sentencing issues and principles, ensuring that Judges and Magistrates in all courts adopt a uniform approach to sentencing; and b) provide guidance on factors to consider when exercising their margin of discretion in determining the sentence. The project will support implementation of the revised bail policy.</p> <p>In line with output 2 of the project to ensure that sentencing and bail guidelines are in place and consistently applied, a comprehensive communications and outreach awareness raising campaign has been envisaged as an integral part of the project. The main objective to ensure that key stakeholders, citizens and beneficiaries of the justice system are aware of the new bail and sentencing policies.</p> <p>This has seen the project support the Judiciary in establishing their Public Relations Office that is also responsible for the press communications and messaging on the new bail and sentencing instruments.</p> <p>The Communications and Outreach Campaign developed by the Judiciary Public Relations Office targets three million stakeholders and beneficiaries, including those most vulnerable in the justice system women, children and people with disabilities.</p> <p>The Local Communications and Media firm will be responsible for design, production, printing and publication of the public education materials in close cooperation with the Judiciary, namely the Public Relations Officer and the UNDP.</p>
Brief Description of the Required Services <sup>1</sup>	<p>The Judiciary and UNDP are seeking support of a Local Communication and Media firm to ensure that citizens are aware of the new bail and sentencing policies.</p>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>The firm will work closely with the Judiciary and specifically the Public Relations Officer in the development and achievement of the public awareness raising campaign.</p> <p>The firm will be expected to deliver the following specific outputs:</p> <p><b>1. Inception report including detailed plan and timelines to achieve the consultancy</b></p> <p><b>2. Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies, specifically:</b></p> <p>2.1 Design of messages and production of Posters for the Courts, Universities, Schools and public places:</p> <ul style="list-style-type: none"> <li>- 1000 x A2 size</li> <li>- 1000 x A3 size</li> </ul> <p>2.2 Design and production of 2 cartoons for the non-literate:</p> <ul style="list-style-type: none"> <li>- 1000 x A3 size</li> </ul> <p>2.3 Design and production of information leaflets / flyers:</p> <ul style="list-style-type: none"> <li>- 10000 x A4 size in English</li> </ul> <p>2.4 Translation and production of the information leaflet / flyer into Braille:</p> <ul style="list-style-type: none"> <li>- 500 x A4 size in Braille</li> </ul> <p>2.5 Design, Production and Placement of 6 Bill Boards in Strategic locations agreed with the Judiciary and UNDP</p> <p><b>3. Development, Production and Airing of Radio and TV messages on the new bail and sentencing policies</b></p> <p>3.1 Production of a 5-minute TV Drama in two languages (English and Krio)</p> <p>3.2 Production of 3 jingles in 7 languages, Fullah, Kono, Limba, Mende, Temne, Krio and English;</p> <ul style="list-style-type: none"> <li>- 1 on both bail and sentencing</li> </ul>
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	<ul style="list-style-type: none"><li>- 1 on bail policy</li><li>- 1 on sentencing policy</li></ul> <p>3.3 The Communications and Media firm will be responsible for placement of the TV dramas as well as airing of the jingles, specifically:</p> <ul style="list-style-type: none"><li>- TV Dramas shall be placed on 3 TV Stations in June and September 2017 and aired not less than 3 times in the current affairs programme.</li><li>- Airing of Jingles shall not be less than on 20 Radio Stations and receive 2,500 slots monthly for 4 months.</li></ul> <p><b>4. Develop and submit completion report detailing achievement of the consultancy deliverables</b></p> <p>The Communications and Media firm shall seek prior approval of all designs developed by the Chief Justice's Office Judiciary and UNDP before final production. Furthermore, the work undertaken shall be in coordination with the Judiciary's Public Relation Officer and in direct supervision of the INL Project Manager.</p>																				
List and Description of Expected Outputs to be Delivered	<table><tr><th>Deliverables</th><th>Timeline</th><th>Review and Approvals of Request</th></tr><tr><td>Inception report including detailed plan and timelines to achieve the consultancy</td><td>7 days</td><td rowspan="5">INL Project Manager</td></tr><tr><td>Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies</td><td>30 days</td></tr><tr><td>Development, Production and Airing of Radio and TV messages on the new bail and sentencing</td><td>20 days</td></tr><tr><td>Development of Completion Report</td><td>7 days</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Deliverables	Timeline	Review and Approvals of Request	Inception report including detailed plan and timelines to achieve the consultancy	7 days	INL Project Manager	Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies	30 days	Development, Production and Airing of Radio and TV messages on the new bail and sentencing	20 days	Development of Completion Report	7 days								
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Person to Supervise the Work/Performance of the Service Provider	United Nations Development Program (UNDP) INL Project Manager																				

Frequency of Reporting	Based on specified deliverables
Progress Reporting Requirements	Based on specified deliverables
Location of work	MDAs
Expected duration of work	65 working days
Target start date	June 2017
Latest completion date	August 2017
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<b>THE CONSULTING FIRM WILL PROVIDE ALL NECESSARIES FOR THE COMPLETE EXECUTION OF THIS ASSIGNMENT (OFFICE SPACE, TRANSPORTATION, etc...).</b>
Implementation Schedule Indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Sierra Leone Leones (SLL), total amount should also be indicated in US Dollars equivalent.
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Payment Terms <sup>3</sup>	<table><tr><th>Deliverables</th><th>Timeline</th><th>Payment</th><th>Review and Approvals of Request</th></tr><tr><td>• Inception report including detailed plan and timelines to achieve the consultancy</td><td>7 days</td><td>25 %</td><td rowspan="5">INL Project Manager</td></tr><tr><td>• Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies</td><td>30 days</td><td>25 %</td></tr><tr><td>• Development, Production and Airing of Radio and TV messages on the new bail and sentencing</td><td>20 days</td><td>35 %</td></tr><tr><td>• Development of Completion Report</td><td>7 days</td><td>15 %</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Deliverables	Timeline	Payment	Review and Approvals of Request	• Inception report including detailed plan and timelines to achieve the consultancy	7 days	25 %	INL Project Manager	• Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies	30 days	25 %	• Development, Production and Airing of Radio and TV messages on the new bail and sentencing	20 days	35 %	• Development of Completion Report	7 days	15 %									
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	United Nations Development Program (UNDP)																										
Type of Contract to be Signed	<input checked="" type="checkbox"/> Professional Contract																										

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Criteria for Contract Award	<p><input checked="" type="checkbox"/> <b>Highest Combined Score</b> (based on the 70% technical offer and 30% price weight distribution). Only proposals that achieve at least 70% on the technical part will be considered as technically compliant.</p> <p><input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC)</b>. This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p>Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only firms obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>(TP Rating) x (Weight of TP, e.g. 70%)  + (FP Rating) x (Weight of FP, e.g., 30%)</p> <p><b>Total Combined and Final Rating of the Proposal</b></p> </div> <p><b>Technical evaluation criteria (total 70 points):</b></p> <ol style="list-style-type: none"> <li>1. Background and experience of the Communications and Media Firm as defined in the ToR – 10 %</li> <li>2. Previous practical experience relevant to the ToR – 20 %</li> <li>3. Detailed proposal outlining how the Communication and Media firms strategy for achievement of the deliverables 40 %</li> </ol> <p><b>Financial evaluation (total 30 points):</b></p> <p>All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: <math>p = y (\mu/z)</math> where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; <math>\mu</math> = price of the lowest priced proposal; z = price of the proposal being evaluated.</p>

UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form of Submission of Proposal incl. Financial Proposal (Annex 2) - <b>THIS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. IN CASE OF ELECTRONIC SUBMISSION IN SEPARATE E-MAIL TO <a href="mailto:procure.sle@undp.org">procure.sle@undp.org</a></b> <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p><i>Yona Samo</i>  <i>Procurement Specialist</i>  <a href="mailto:Procure.sle@undp.org">Procure.sle@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

### Criteria for Evaluation.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Background and experience of the Communications and Media Firm as defined in the ToR – 10 %	10%	100
2.	Previous practical experience relevant to the ToR – 20 %	20%	200
3.	Detailed proposal outlining how the Communication and Media firms strategy for achievement of the deliverables 40 %	40%	400
<b>Total</b>			<b>700</b>

Technical Proposal Evaluation Form 1: <b>Relevant knowledge and qualification of team</b>		Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	20
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Financial stability</li> <li>- loose consortium, holding company or one firm</li> <li>- age/size of the firm</li> <li>- strength of project management support</li> <li>- project financing capacity</li> <li>- project management controls</li> </ul>	20
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Quality assurance procedures, warranty	15
1.5	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> </ul> Work for UNDP/ major multilateral/ or bilateral programmes	30
		<b>100</b>

Technical Proposal Evaluation Form 2: <b>Prior work experience in developing and implementing software for Case Management System for the Justice Sector</b>		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	To what degree does the Proposer understand the task?	20
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	25
2.5	Is the conceptual framework adopted appropriate for the task?	45
2.6	Is the scope of task well defined and does it correspond to the TOR?	30
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	35
		200

Technical Proposal Evaluation Form 3: <b>Comprehensive project design and implementation strategy in align to TOR specifics.</b>		Points Obtainable
<b>Management Structure and Key Personnel</b>		
3.1	Task Manager	
	General Qualification	
	Suitability for the Project	
	- International Experience	10
	- Training Experience	90
	- Professional Experience in the area of specialization	200
	- Knowledge of the region	50
	- Language Qualifications	50
		400

## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[insert: Location].

[insert: Date]

To: UNDP, 55 Wilkinson Road, Freetown, Sierra Leone

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP No. **SLE/RFP/2015/003** dated 10/27/2015, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

#### A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

#### B. Proposed Methodology for the Completion of Services

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

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

*appropriate to the local conditions and context of the work.*

**C. Qualifications of Key Personnel**

*As required by the RFP, the Service Provider must provide:*

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

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	<b>Inception report including detailed plan and timelines to achieve the consultancy – 7 days</b>	25%	
2	<b>Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies – 30 days</b>	25%	
3	<b>Development, Production and Airing of Radio and TV messages on the new bail and sentencing – 20 days</b>	35%	
4	<b>Development of Completion Report – 7 days</b>	15%	
	<b>Total</b>	<b>100%</b>	

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

E. **Cost Breakdown by Cost Component** [*This is only an Example*]: - PLEASE LIST ALL COST RELATED TO THE ASSIGNMENT AS REQUESTED PER ATTACHED ANNEX 4-TOR

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

### ***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1 Name UNDP as additional insured;
  - 8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against

any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

#### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

#### **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal

of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

#### **13.1 The recipient ("Recipient") of such information shall:**

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

#### **13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:**

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

#### **13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.**

#### **13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.**

- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the

Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

## UNITED NATIONAL DEVELOPMENT PROGRAMME



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### I. Consultancy Information

<b>Consultancy:</b>	Support to the Judiciary of Sierra Leone on their Communications and Outreach Campaign on the new Bail and Sentencing Policies (Local)
<b>Supervisor:</b>	INL Project Manager
<b>Duration:</b>	65 days
<b>Appl. Posting Date:</b>	12 May 2017
<b>Bidding period:</b>	15 days
<b>Duty Station:</b>	Freetown, Sierra Leone

### II. Background

On 1 July 2015, the Judiciary of Sierra Leone and UNDP embarked on a two-year project to develop and implement a sentencing policy and guidelines and revise the current bail policy. The project is funded by the International Bureau of Narcotics and Law Enforcement Affairs (INL) under the US Department of State.

The Judiciary and UNDP are in the final year of implementation of the project titled *Promoting Transparency in Sierra Leone's Judiciary* which supports the Judiciary and the justice sector chain in updating the legal framework for the provision of Bail and Sentencing. The sentencing guidelines will: a) provide guidance on general sentencing issues and principles, ensuring that Judges and Magistrates in all courts adopt a uniform approach to sentencing; and b) provide guidance on factors to consider when exercising their margin of discretion in determining the sentence. The project will support implementation of the revised bail policy.

In line with output 2 of the project to ensure that sentencing and bail guidelines are in place and consistently applied, a comprehensive communications and outreach awareness raising campaign has been envisaged as an integral part of the project. The main objective to ensure that key stakeholders, citizens and beneficiaries of the justice system are aware of the new bail and sentencing policies.

This has seen the project support the Judiciary in establishing their Public Relations Office that is also responsible for the press communications and messaging on the new bail and sentencing instruments.

The Communications and Outreach Campaign developed by the Judiciary Public Relations Office targets three million stakeholders and beneficiaries, including those most vulnerable in the justice system women, children and people with disabilities.

The Local Communications and Media firm will be responsible for design, production, printing and publication of the public education materials in close cooperation with the Judiciary, namely the Public Relations Officer and the UNDP.

### **III. Purpose of this assignment**

The Judiciary and UNDP are seeking support of a Local Communication and Media firm to ensure that citizens are aware of the new bail and sentencing policies.

The firm will work closely with the Judiciary and specifically the Public Relations Officer in the development and achievement of the public awareness raising campaign.

The firm will be expected to deliver the following specific outputs:

#### **1. Inception report including detailed plan and timelines to achieve the consultancy**

#### **2. Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies, specifically:**

##### **2.1 Design of messages and production of Posters for the Courts, Universities, Schools and public places:**

- 1000 x A2 size

- 1000 x A3 size

##### **2.2 Design and production of 2 cartoons for the non-literate:**

- 1000 x A3 size

##### **2.3 Design and production of information leaflets / flyers:**

- 10000 x A4 size in English

##### **2.4 Translation and production of the information leaflet / flyer into Braille:**

- 500 x A4 size in Braille

##### **2.5 Design, Production and Placement of 6 Bill Boards in Strategic locations agreed with the Judiciary and UNDP**

### **3. Development, Production and Airing of Radio and TV messages on the new bail and sentencing policies**

3.1 Production of a 5-minute TV Drama in two languages (English and Krio)

3.2 Production of 3 jingles in 7 languages, Fullah, Kono, Limba, Mende, Temne, Krio and English;

- 1 on both bail and sentencing

- 1 on bail policy

- 1 on sentencing policy

3.3 The Communications and Media firm will be responsible for placement of the TV dramas as well as airing of the jingles, specifically:

- TV Dramas shall be placed on 3 TV Stations in June and September 2017 and aired not less than 3 times in the current affairs programme.
- Airing of Jingles shall not be less than on 20 Radio Stations and receive 2,500 slots monthly for 4 months.

### **4. Develop and submit completion report detailing achievement of the consultancy deliverables**

The Communications and Media firm shall seek prior approval of all designs developed by the Chief Justice's Office Judiciary and UNDP before final production. Furthermore, the work undertaken shall be in coordination with the Judiciary's Public Relation Officer and in direct supervision of the INL Project Manager.

<b>Deliverables</b>	<b>Timeline</b>	<b>Related Payments</b>	<b>Review and Approvals of Request</b>
• <b>Inception report including detailed plan and timelines to achieve the consultancy</b>	7 days	25 %	INL Project Manager
• <b>Design and Production of Public Education Materials for the Judiciary raising awareness on key messages on bail and sentencing policies</b>	30 days	25 %	
• <b>Development, Production and Airing of Radio and TV</b>	20 days	35 %	

messages on the new bail and sentencing			
• Development of Completion Report	7 days	15 %	
<b>V. Recruitment Qualifications (Further defined by RPF)</b>			
The Communications and Media firm shall have prior experience in developing public education materials for a wide range of stakeholders, specifically targeting users and beneficiaries of the Sierra Leone justice system. The Communications and Media Firm must be registered with relevant authorities.			
<b>Experience</b>	<ul style="list-style-type: none"> <li>• Communications and Media Firm must have at least seven years' experience in developing Information, Education and Communications (IEC) materials and cartoons for wide range of development programmes and national coverage campaigns</li> <li>• Produced IEC materials that are gender and culturally sensitive</li> <li>• Must have undertaken similar task with reputable institutions preferable one dealing with legal communications</li> <li>• Should be able to develop concise messages suitable for posters, flyers, bill boards, jingles etc.</li> <li>• Firm must have personnel that have strong background on Mass and effective communications</li> <li>• Must be able to identify appropriate airtime for placement of jingles and other media products.</li> <li>• Ability to build strong relations with relevant partners for institutional capacity.</li> </ul>		
<b>Competencies</b>	<ul style="list-style-type: none"> <li>• Excellent self-starter and demonstrated commitment;</li> <li>• Professionalism and Integrity;</li> <li>• Promotes knowledge sharing and learning;</li> <li>• Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;</li> <li>• Builds strong relationships with partners, focuses on impact and results for the partner and responds positively to feedback;</li> <li>• Demonstrates good oral and written skills;</li> <li>• Ability to work with recipient counterparts in building individual and institutional capacity.</li> </ul>		
<b>Language Requirements</b>	<ul style="list-style-type: none"> <li>• Fluency in written and spoken English</li> </ul>		
<b>Evaluation Criteria:</b>	<b>Evaluation Criteria:</b> <ol style="list-style-type: none"> <li>1. Background and experience of the Communications and Media Firm as defined in the ToR – 10 %</li> <li>2. Previous practical experience relevant to the ToR – 20 %</li> </ol>		

	<p>3. Detailed proposal outlining how the Communication and Media firms strategy for achievement of the deliverables 40 %</p> <p>4. Financial proposal 30 %</p>
<b>VI. Application Procedure</b>	
<ul style="list-style-type: none"> <li>• Defined by the RPF</li> </ul>	