

Date: 06 Sep 2018

REQUEST FOR PROPOSAL (RFP (RFP-BD-2018-021)

Dear Sir / Madam:

We kindly request you to submit your Proposal for Hiring a firm for Production of a Video Documentary on RIO Project Activities. Proposals shall be submitted on or before 4.30 p.m. (local time) on Thursday, September 20, 2018.

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

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system . Bids must be submitted in the online eTendering system in the following link: https://etendering.partneragencies.org using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest password: why2change

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files <u>MUST BE COMPLETELY SEPARATE</u> and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. <u>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.</u>



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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Kyoko Yokosuka Deputy Country Director

9/6/2018

Description of Requirements

Context of the Requirement

The goal of the project is to strengthen Bangladesh's capacities to implement and manage Rio Convention obligations. It will emphasize a long-term approach to institutionalizing capacities to meet Rio Convention obligations through a set of learn-by-doing activities to integrate Rio Convention and other key related MEA obligations into the country's national development framework. Specifically, this project will strengthen institutional and technical capacities and skills for improved implementation of the Rio Conventions. Additionally, this project will enhance Bangladesh's human resource development by working the leading national training institutions. The active participation of stakeholder representatives in the full project life cycle serves to facilitate the strategic adaptation of project activities in keeping with project objectives. The critical role of non-state stakeholders will contribute to the adaptive collaborative management of project implementation. The value of this project also lies in catalysing Bangladesh's drive towards self-sufficiency and environmental sustainability, if the capacities developed will be institutionalized, thereby resulting in an incrementally reduced dependency on external funding. The inherent nature of the project's cross-cutting approach also dictates important partnerships among several key national institutions that play a role in MEA implementation.

The Ministry of Environment, Forest and Climate Change (MoEFCC) is the executing entity for this project, and the project will be developed in accordance with agreed policies and procedures between the Government of Bangladesh and UNDP. The project was designed to be complementary to other related projects under implementation in Bangladesh, including those supported by the Global Environment Facility (GEF). Finally, the project is consistent with the programmatic objectives of the three GEF thematic focal areas of biodiversity, climate change and land degradation, the achievement and sustainability of which is dependent on the critical development of capacities (individual, organizational and systemic). Through the successful implementation of this project, Bangladesh's institutional and human resources will be strengthened in order to help implement MEAs and national policy instruments in a manner that fully reflects Rio Convention principles and obligations.

OBJECTIVES OF THE ASSIGNMENT

One of the important components of this project is to improve the awareness of stakeholders and engage them effectively in the Rio Conventions mainstreaming process. In order to raise public awareness and engage different stakeholders effectively, one video documentaries will be produced on biodiversity conservation, land degradation and impact on climate change



	and how such activities are negatively impacting the life. Thus, Rio Project is seeking to hire a Firm for developing one video documentaries in Bangla language with sub-title in English.		
Implementing Partner of UNDP	National capacity development for implementing Rio Conventions through environmental governance (Rio Project)		
Brief Description of the Required Services	This assignment output will be used to raise awareness and build capacity stakeholders to engage effectively in the Rio Conventions mainstreaming		
	process. Work with Project Coordinator to develop five story lines for the video		
	documentary production.		
	 Ensure delivery of all the end products that meet the deadlines as specified below. 		
	 Manage all field travel arrangements, accommodation and meals for 		
	the production crew while in the field. UNDP can provide a		
	conformational letter about the purpose of the video.		
	 Liaise with PMU on production schedules, filming, filming formats, and 		
	location access.		
	 Ensure pre-production filming and post productions at the highest 		
	quality.		
	Research and locate human interest stories as according to proposed		
	topics. All interviewees will need to be requested for permission		
	and/or agreement/willingness before filming.		
	■ Coordinate all necessary appointment interviews with key		
	interviewees for interviewing/filming.		
	 Undertake all necessary editing and post production work, keeping in 		
	the management team informed for feedback.		
	 Ensure highest broadcast quality productions and filming. 		
	 Ensure delivery of all footage obtained for productions. All rights 		
	reserved under the Rio Project.		
	■ Ensure that all requests and instructions received from the		
	PMU/Project Coordinator pertaining to the type of production that is		
	required and fulfilled.		
	TECHNICAL SPECIFICATION FOR ONE DOCUMENTARY o Broadcast quality full HD video, 1920x1080p, 50FPS		



- o Professional sound recording at minimum of 96 kHs/24-bit
- o HD web files (H264 MOV.) as final products
- o HD DVD as final products
- o Professional cameras e.g. Canon 5D or equivalent camera an advantage
- o Narration / voice over in Bangla must be done by a professional actor or announcer
- o Video should contain graphics in English subtitle
- o Use diagram, Map, Graphics and location cutaways wherever possible for easy understanding
- o No picture/ footage/ sound/ script or anything that are going to use in documentaries should be used in any other previous materials or that kind of materials.
- o Stereo Sound specially score for the documentaries and the audio should be free of any impairment.
- o The offer must envisage the use of royalty free music for the video.

IMPLEMENTATION STRATEGY

- Prepare Outlines: The Vendor's first task would be to prepare the draft outlines. Then the script would be discussed with Project Coordinator to develop five story lines for the video documentary production with collaboration of RIO authority. Then the final script may need a number of meetings with the concerned professionals.
- Finalizing Script: Vendor will submit the final script to obtain approval from the RIO authority or UNDP Contract administrator.
- Pre-Production Research: After obtaining approval on script, Vendor will conduct pre-production research on the video documentary. The primary tasks during pre-production research are, among others, to review RIO project's strategies, Liaise with PMU on production schedules, filming, filming formats, and location access and Research and locate human interest stories as according to proposed topics. All interviewees will need to be requested for permission and/or agreement/willingness before filming.
- Selection of Locations: The Vendor will select suitable locations in the project areas in consultation with RIO authorities. The videos will need to comprise of various shots taken in HD quality at several locations in Bangladesh. Use diagram, Map, Graphics and location cutaways



wherever possible for easy understanding

- Shooting: The Vendor will conduct shooting of the video documentary at the specified locations.
- Developing an Idea of Animation: An idea of an animation is to be produced by the vendor in which the animation characters will describe the activities, expected outcomes and benefits of the project.
- Sound Mixing/Editing: Sound mixing/editing of voice, music, etc. will be done at this stage.
- Review of Rough-cut Editing: Rough-cut edits of the documentary will be submitted to RIO or PMU/Project Coordinator/ UNDP Contract administrator for review and final approval.
- Final Sound Mixing/Editing: After receiving comments/suggestions on evaluation copy of the documentary, final sound mixing/editing will start. During final editing, all pragmatic suggestions/ modifications will be incorporated.

Video Duplication: After final sound mixing/editing Vendor will duplicate the master video tapes onto different formats as specified for final deliverables and technical specification. Highest care will be taken during duplication in order to maintain best possible video quality.

List and Description of Expected Outputs to be Delivered

Detailed Technical Outcome:

SL	Topic	Specifications	Quantity
1.	Training of Trainers (ToT) on Rio Conventions and mainstreaming the training module involving key public training institutes	Each of the video documentary will be 3-5-minute long with narration and graphics in Bangla with English subtitle. The videos will need to comprise of various shots taken in HD quality at several locations in Bangladesh.	1
2.	Sustainable Development Goals (SDGs)	Shot should include, but not limit to: • Panorama	1
3.	Piloting in Hakaluki Haor	 Land degradation, climate change, biodiversity conservation, etc. Portraits of beneficiaries Interview of relevant stakeholders including GoB 	1



EXPECTED OUTPUTS AND DELIVERABLES

The hired firm will be responsible for delivering bellow materials:

Phase-1: Pre-production documentation (idea/script development, finalizing the storyline, selecting narrators, feedback and, revision and finalizing/approving, etc.)

Phase-2: Two videos (Field visit and capturing video and interviews; filming interviews with Government Officials and other key stakeholders; editing, sound mixing, colour grading and mastering, subtitle and voice over; presenting videos to PMU for reviewing and incorporating feedback)

Phase-3: Final submission of the third video documentary (submitting the final version of the all video documentaries in master copy. Duplicate the master video tapes onto different formats as specified for final deliverables.)

Deliverables	Requirement	Timeline
A detail workplan and story boards based on inputs from the Programme Specialist, UNDP/PMU including a list of selected narrators considering the detailed outcome topics (1,2 & 3) (Completion of output and deliverable Phase-1)	Two hard copies and one soft copy of the outline and script in DVD format and acceptance from UNDP Contract administrator	In 05 working days after signing contract.
the production of Two Video will be paid on completion and satisfactory delivery of videos Documentary in DVD, AVI and CD formats as well as other formats as specified and considering the detailed outcome topics (1,2 & 3) (Completion of output and deliverable Phase 2)	One DVD of the rough-cut edits of the documentary a and acceptance from UNDP Contract administrator	In 30 working days after signing the contract
Final videos Documentary in DVD, AVI and CD formats as well as other formats as specified and considering the detailed outcome topics (1,2 & 3) (Completion of output and deliverable Phase 3)	One DVD of the Final edits of the documentary (Phase 1,2 & 3) covering all topics and acceptance from UNDP Contract administrator	In 60 working days after signing the contract

FINAL PRODUCTS AND SERVICES

Complete three Documentary Videos with all incorporated feedback by UNDP and provide all final products following format:

High-resolution ready for broadcast without subtitle in English (AVI)



format)

- High-resolution ready for broadcast with subtitle in English (AVI format)
- Low-resolution for on line promotion without subtitle in English (AVI format)
- Low-resolution for on line promotion with subtitle in English (AVI format)
- Final product of video documentary on DVD (Pal Format and multiregion) with proper cover and print on DVD.
- A Master copy of the Video in HD Format.
- Provide 5 DVD copies of each documentary with printed color cover.

GENERAL CONDITIONS

- The content and other elements of the video documentaries will be prepared as required by and to the satisfaction of UNDP.
- UNDP will not use the name of film maker as 'Film Maker' during dissemination.
- The film maker shall undertake, even after the engagement with UNDP is completed, not to publish such data without the specific approval of UNDP. The film maker recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings, including films, maps, photography, and any other materials in any other medium.
- The film maker shall exercise the utmost discretion internally and externally in regard to all matters related to this assignment. Confidential information that is known to the author because of the contract shall not be disclosed to any third party without the prior authorization of UNDP.
- UNDP will reserve all rights including copyright of the videos.

Person to Supervise the Work/Performance of the Service Provider The incumbent will report directly to the Programme Specialist (Resilience & Inclusive Growth), UNDP Bangladesh. Technical guidance and review will be provided by the PMU and Project Technical Expert Group.

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[As indicated in the Top
Frequency of Reporting	As indicated in the ToR
Progress Reporting	As indicated in the ToR
Requirements	As maleated in the Ton
Location of work	As indicated in the ToR
Expected duration of	The work will require a duration of 03 months from October 2018 to December
work	2018
Target start date	1 st week of October 2018
Latest completion	Last week of December 2018
date	Lust Week of December 2010
Travels Expected	As indicated in the ToR
Special Security	Not Applicable Not
Requirements	
Facilities to be	As indicated in the ToR
Provided by UNDP	
(i.e., must be	
excluded from Price	
Proposal)	
Implementation	⊠ Required
Schedule indicating	
breakdown and	
timing of	
activities/sub-	
activities	
Names and	⊠ Required
curriculum vitae of	
individuals who will be involved in	
completing the	
services	
Currency of Proposal	
Value Added Tax on	
Price Proposal	
Validity Period of	⊠ 90 days
Proposals (Counting	
for the last day of	In exceptional circumstances, UNDP may request the Proposer to extend the
submission of quotes)	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	□ Not permitted
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Payment Terms	SI No	Deliverables	Percentage of the contract Amount
	1	1st Payment will be paid after submitting a detail workplan and story boards based on inputs from the Programme Specialist, UNDP/PMU including a list of selected narrators (Completion of output and deliverable Phase-1) and acceptance and Certified by the contract administrator	20% of the contract amount
	2	2nd Payment of the production of Two Video will be paid on completion and satisfactory delivery of videos Documentary in DVD, AVI and CD formats as well as other formats as specified. (Completion of output and deliverable Phase 2) and acceptance and Certified by the contract administrator	40% of the contract amount
	3.	Final Payment of the production of one Video will be paid on completion and satisfactory delivery of videos Documentary in DVD, AVI and CD formats as well as other formats as specified. (Completion of output and deliverable Phase 3) and acceptance and Certified by the contract administrator	40% of the contract amount
Person(s) to review/inspect/ approve	review/inspect/ Sustainability and Energy		
outputs/completed services and authorize the disbursement of payment			
Type of Contract to be Signed	⊠ In:	stitutional Contract	
Criteria for Contract Award	 ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. Evaluation and comparison of proposals: Prior to the technical evaluation al proposals will be screened based on the minimum eligibility criteria mentioned below: 		
Criteria for the Assessment of Proposal			
	Minii	mum eligibility criteria of the consultancy firm:	
		Business Licenses/ Trade License, VAT Regist Payment Certification, etc;	tration Papers/BIN, Tax

- 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 (attached as Annex 3).
- The firm must have Minimum 03 (three) years of experience in producing video documentary /TV Spot/ Docu-drama on different issue including climate change, forest management, environment and natural resources management.
- The firm must have experience in producing at least three video documentaries/TV spot/ Docu-drama/Animation for national/international (Please provide electronic links for viewing) within last three years. (Please provide electronic links for viewing).

Additional Capacity:

- Demonstrated ability to produce documentary using technical terminology of Rio Conventions, Environmental Science, Natural Resource Management and Climate Change.
- Experience in working United Nations or other International Organizations or donor funded project is a plus.

Minimum eligibility criteria of the key personnel:

- The Director must have minimum 3 years of experience in directing video documentaries/TV spot/ Docu-drama/Animation;
- The script writer must have minimum 3 years of experience in writing script for video documentation/TV spot/ Docu-drama/Animation;
- The camera man must have minimum 3 years of experience in producing at least five video documentaries/TV spot/ Docudrama/Animation; CV of the Director, Script Writer and Cameraman must be attached with the commitment letter.

Note:

 All Proposers must submit necessary documentations to substantiate above Eligibility criteria. Failure to do so shall result in disqualification"

Technical Proposal (70%)

- ☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 15 %

Financial Proposal (30%)



To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

BASIS OF TECHNICAL EVALUATION

Criteria	Weight	Max. Points
Technical	70	70
1. Overall experience and qualifications of		
the firm		
1.1 Experience in developing and producing Video	10	10
Documentary/ TV Spots/Film/ Drama for		
national/international/UN and other donor agencies		
1.2 Specific experience in developing and producing Video	10	10
Documentaries for national/international/UN and other		
donor agencies including climate change, forest		
management, environment and natural resources		
management.		
Sub-total	20	20
2. Methodology, Its Appropriateness to the	15	15
Condition and Timeliness and		
Implementation of Work Plan		
Sub-total	15	15
3. Qualification and competency of the		
proposed personnel for the assignment		
3.1 Team leader / Producer/ Director		
Experience in leading the firm in producing of video	15	15
documentaries/TV spot/ Docu-drama/Animation for		
national/international/UN and other donor agencies		
3.2 Script writer		
Working experience as a Script writer for writing script for	10	10
video documentation/TV spot/ Docu-drama/Animation for		
national/international/UN and other donor agencies		
3.3 Camera Man		
Working experience as a Script writer for writing script for	10	10
video documentation/TV spot/ Docu-drama/Animation for		
national/international/UN and other donor agencies		
Sub-total Sub-total	35	35
Total Technical Evaluation	70	70
Total Evaluation		
Technical	70	70
Financial Financial	30	30
Total	100	100

Financial Proposal (30%)

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:



	Rating the Technical Proposal (TP):
	TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100
	Rating the Financial Proposal (FP):
	FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100
	Total Combined Score:
	(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)
	=Total Combined and Final Rating of the Proposal
	The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money
UNDP will award the	☐ One and only one Service Provider
contract to:	
Annexes to this RFP	□ Form for Submission of Proposal (Annex 2)
	☐ General Terms and Conditions / Special Conditions (Annex 3)
	☐ Detailed TOR- (Annex 4)
Contact Dougen for	☑ Others Written Self-Declaration (Annex 5)
Contact Person for Inquiries	bd.procurement@undp.org
(Written inquiries only)	Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 12 September 2018. "Queries on RFP-BD-2018-021"
	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
Othernless	necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	Not Applicable



FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL1

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location].
[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

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

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses Registration Papers, Tax Payment Certification, etc.
- c) 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, contact 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 appropriate to the local conditions and context of the work.

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If 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 if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3			
	Total	100%	

^{*}This shall be the basis of the payment tranches

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

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

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

[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:

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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.
- 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:
 - 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.
- 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,



- 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.
- 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

- 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

- 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.
- 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.
- Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or 16.2 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, interalia 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.
- 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

- 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.
- 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:

- 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.



TERMS OF REFERENCE

for Hiring Firm for Production of Video Documentary

PROJECT TITLE

National capacity development for implementing Rio Conventions through environmental governance (Rio Project)

PROJECT DESCRIPTION

The goal of the project is to strengthen Bangladesh's capacities to implement and manage Rio Convention obligations. It will emphasize a long-term approach to institutionalizing capacities to meet Rio Convention obligations through a set of learn-by-doing activities to integrate Rio Convention and other key related MEA obligations into the country's national development framework. Specifically, this project will strengthen institutional and technical capacities and skills for improved implementation of the Rio Conventions. Additionally, this project will enhance Bangladesh's human resource development by working the leading national training institutions. The active participation of stakeholder representatives in the full project life cycle serves to facilitate the strategic adaptation of project activities in keeping with project objectives. The critical role of non-state stakeholders will contribute to the adaptive collaborative management of project implementation. The value of this project also lies in catalysing Bangladesh's drive towards self-sufficiency and environmental sustainability, if the capacities developed will be institutionalized, thereby resulting in an incrementally reduced dependency on external funding. The inherent nature of the project's cross-cutting approach also dictates important partnerships among several key national institutions that play a role in MEA implementation.

The Ministry of Environment, Forest and Climate Change (MoEFCC) is the executing entity for this project, and the project will be developed in accordance with agreed policies and procedures between the Government of Bangladesh and UNDP. The project was designed to be complementary to other related projects under implementation in Bangladesh, including those supported by the Global Environment Facility (GEF). Finally, the project is consistent with the programmatic objectives of the three GEF thematic focal areas of biodiversity, climate change and land degradation, the achievement and sustainability of which is dependent on the critical development of capacities (individual, organizational and systemic). Through the successful implementation of this project, Bangladesh's institutional and human resources will be strengthened in order to help implement MEAs and national policy instruments in a manner that fully reflects Rio Convention principles and obligations.

OBJECTIVES OF THE ASSIGNMENT

One of the important components of this project is to improve the awareness of stakeholders and engage them effectively in the Rio Conventions mainstreaming process. In order to raise public awareness and engage different stakeholders effectively, one video documentaries will be produced on biodiversity conservation, land degradation and impact on climate change and how such activities are negatively impacting the life. Thus, Rio Project is seeking to hire a Firm for developing one video documentaries in Bangla language with sub-title in English.

SCOPE OF WORK

This assignment output will be used to raise awareness and build capacity of stakeholders to engage effectively in the Rio Conventions mainstreaming process.

- o Work with Project Coordinator to develop five story lines for the video documentary production.
- o Ensure delivery of all the end products that meet the deadlines as specified below.
- o Manage all field travel arrangements, accommodation and meals for the production crew while in the field. UNDP can provide a conformational letter about the purpose of the video.
- o Liaise with PMU on production schedules, filming, filming formats, and location access.
- o Ensure pre-production filming and post productions at the highest quality.

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- o Research and locate human interest stories as according to proposed topics. All interviewees will need to be requested for permission and/or agreement/willingness before filming.
- o Coordinate all necessary appointment interviews with key interviewees for interviewing/filming.
- o Undertake all necessary editing and post production work, keeping in the management team informed for feedback
- o Ensure highest broadcast quality productions and filming.
- o Ensure delivery of all footage obtained for productions. All rights reserved under the Rio Project.
- Ensure that all requests and instructions received from the PMU/Project Coordinator pertaining to the type of production that is required and fulfilled.

TECHNICAL SPECIFICATION FOR ONE DOCUMENTARY

- o Broadcast quality full HD video, 1920x1080p, 50FPS
- Professional sound recording at minimum of 96 kHs/24-bit
- o HD web files (H264 MOV.) as final products
- o HD DVD as final products
- o Professional cameras e.g. Canon 5D or equivalent camera an advantage
- O Narration / voice over in Bangla must be done by a professional actor or announcer
- O Video should contain graphics in English subtitle
- O Use diagram, Map, Graphics and location cutaways wherever possible for easy understanding
- O No picture/ footage/ sound/ script or anything that are going to use in documentaries should be used in any other previous materials or that kind of materials.
- O Stereo Sound specially score for the documentaries and the audio should be free of any impairment.
- O The offer must envisage the use of royalty free music for the video.

IMPLEMENTATION STRATEGY

- Prepare Outlines: The Vendor's first task would be to prepare the draft outlines. Then the script would be discussed with Project Coordinator to develop five story lines for the video documentary production with collaboration of RIO authority. Then the final script may need a number of meetings with the concerned professionals.
- **Finalizing Script:** Vendor will submit the final script to obtain approval from the RIO authority or UNDP Contract administrator.
- Pre-Production Research: After obtaining approval on script, Vendor will conduct pre-production research on the video documentary. The primary tasks during pre-production research are, among others, to review RIO project's strategies, Liaise with PMU on production schedules, filming, filming formats, and location access and Research and locate human interest stories as according to proposed topics. All interviewees will need to be requested for permission and/or agreement/willingness before filming.
- Selection of Locations: The Vendor will select suitable locations in the project areas in consultation with RIO authorities. The videos will need to comprise of various shots taken in HD quality at several locations in Bangladesh. Use diagram, Map, Graphics and location cutaways wherever possible for easy understanding



- Shooting: The Vendor will conduct shooting of the video documentary at the specified locations.
- Developing an Idea of Animation: An idea of an animation is to be produced by the vendor in which the
 animation characters will describe the activities, expected outcomes and benefits of the project.
- Sound Mixing/Editing: Sound mixing/editing of voice, music, etc. will be done at this stage.
- Review of Rough-cut Editing: Rough-cut edits of the documentary will be submitted to RIO or PMU/Project Coordinator/ UNDP Contract administrator for review and final approval.
- Final Sound Mixing/Editing: After receiving comments/suggestions on evaluation copy of the documentary, final sound mixing/editing will start. During final editing, all pragmatic suggestions/ modifications will be incorporated.

Video Duplication: After final sound mixing/editing Vendor will duplicate the master video tapes onto different formats as specified for final deliverables and technical specification. Highest care will be taken during duplication in order to maintain best possible video quality.

Detailed Technical Outcome:

SL	Topic	Specifications	Quantity
	Training of Trainers (ToT) on Rio	Each of the video documentary will be 3-5-	
4	Conventions and mainstreaming the	minute long with narration and graphics in	1
4.	training module involving key public	Bangla with English subtitle. The videos will	
	training institutes	need to comprise of various shots taken in HD	
5.	Sustainable Development Goals (SDGs)	quality at several locations in Bangladesh.	1
		Shot should include, but not limit to:	
	Piloting in Hakaluki Haor	Panorama	
		 Land degradation, climate change, 	
6.		biodiversity conservation, etc.	1
		 Portraits of beneficiaries 	
		 Interview of relevant stakeholders 	
		including GoB	

EXPECTED OUTPUTS AND DELIVERABLES

The hired firm will be responsible for delivering bellow materials:

Phase-1: Pre-production documentation (idea/script development, finalizing the storyline, selecting narrators, feedback and, revision and finalizing/approving, etc.)

Phase-2: Two videos (Field visit and capturing video and interviews; filming interviews with Government Officials and other key stakeholders; editing, sound mixing, colour grading and mastering, subtitle and voice over; presenting videos to PMU for reviewing and incorporating feedback)

Phase-3: Final submission of the third video documentary (submitting the final version of the all video documentaries in master copy. Duplicate the master video tapes onto different formats as specified for final deliverables.)

Deliverables	Requirement	Timeline
a detail workplan and story boards based on inputs from the Programme Specialist, UNDP/PMU including a list of selected narrators considering the detailed outcome topics (1,2 & 3) (Completion of output and deliverable Phase-1)	Two hard copies and one soft copy of the outline and script in DVD format and acceptance from UNDP Contract administrator	In 05 working days after signing contract.
the production of Two Video will be paid on completion and satisfactory delivery of videos Documentary in DVD, AVI and CD formats as well as other formats as specified and considering the detailed outcome topics (1,2 & 3) (Completion of output and deliverable Phase 2)	One DVD of the rough-cut edits of the documentary a and acceptance from UNDP Contract administrator	In 30 working days after signing the contract
Final videos Documentary in DVD, AVI and CD formats as well as other formats as specified and considering the detailed outcome topics (1,2 & 3) (Completion of output and deliverable Phase 3)	One DVD of the Final edits of the documentary (Phase 1,2 & 3) covering all topics and acceptance from UNDP Contract administrator	In 60 working days after signing the contract

FINAL PRODUCTS AND SERVICES

Complete three Documentary Videos with all incorporated feedback by UNDP and provide all final products following format:

- o High-resolution ready for broadcast without subtitle in English (AVI format)
- o High-resolution ready for broadcast with subtitle in English (AVI format)
- o Low-resolution for on line promotion without subtitle in English (AVI format)
- o Low-resolution for on line promotion with subtitle in English (AVI format)
- o Final product of video documentary on DVD (Pal Format and multi-region) with proper cover and print on DVD.
- A Master copy of the Video in HD Format.
- o Provide 5 DVD copies of each documentary with printed color cover.

GENERAL CONDITIONS

- o The content and other elements of the video documentaries will be prepared as required by and to the satisfaction of UNDP.
- o UNDP will not use the name of film maker as 'Film Maker' during dissemination.
- The film maker shall undertake, even after the engagement with UNDP is completed, not to publish such data without the specific approval of UNDP. The film maker recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings, including films, maps, photography, and any other materials in any other medium.
- o The film maker shall exercise the utmost discretion internally and externally in regard to all matters

related to this assignment. Confidential information that is known to the author because of the contract shall not be disclosed to any third party without the prior authorization of UNDP.

UNDP will reserve all rights including copyright of the videos.

INSTITUTIONAL ARRANGEMENT

The incumbent will report directly to the Programme Specialist (Resilience & Inclusive Growth), UNDP Bangladesh. Technical guidance and review will be provided by the PMU and Project Technical Expert Group.

DURATION OF THE WORK

The work will require a duration of 03 months from October 2018 to December 2018

DUTY STATION

The duty station will be home and field based. Firm also needs to participate in number of meetings in the Project Management Unit Office at Department of Environment (DoE), Agargaon.

REQUIRED SKILLS, EXPERIENCE AND QUALIFICATION

Minimum eligibility criteria of the consultancy firm:

- Business Licenses/ Trade License, VAT Registration Papers/BIN, Tax Payment Certification, etc;
- 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 (attached as Annex 3).
- The firm must have Minimum 03 (three) years of experience in producing video documentary /TV Spot/ Docu-drama on different issue including climate change, forest management, environment and natural resources management.
- The firm must have experience in producing at least three video documentaries/TV spot/ Docu-drama/Animation for national/international (Please provide electronic links for viewing) within last three years. (Please provide electronic links for viewing).

Additional Capacity:

- Demonstrated ability to produce documentary using technical terminology of Rio Conventions, Environmental Science, Natural Resource Management and Climate Change.
- Experience in working United Nations or other International Organizations or donor funded project is a plus.

Minimum eligibility criteria of the key personnel:

- The Director must have minimum 3 years of experience in directing video documentaries/TV spot/ Docu-drama/Animation;
- The script writer must have minimum 3 years of experience in writing script for video documentation/TV spot/ Docu-drama/Animation;
- The camera man must have minimum 3 years of experience in producing at least five video documentaries/TV spot/ Docu-drama/Animation; CV of the Director, Script Writer and Cameraman must be attached with the commitment letter.

SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS

Payment of the successful contractor will be fixed and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this ToR. The price should take into account all HR costs, professional fees, accommodation and meal costs, DSA, subsistence and ancillary expenses. UNDP shall effect payments, by bank transfer to the firm's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Payments will be made in tranches based on the milestone deliverables upon submission of invoice and upon certification of the work completed.

Payment Milestone:

SI No	Deliverables	Percentage of the contract Amount
1	1st Payment will be paid after submitting a detail workplan and story boards based on inputs from the Programme Specialist, UNDP/PMU including a list of selected narrators (Completion of output and deliverable Phase-1) and acceptance and Certified by the contract administrator	20% of the contract amount
2	2nd Payment of the production of Two Video will be paid on completion and satisfactory delivery of videos Documentary in DVD, AVI and CD formats as well as other formats as specified. (Completion of output and deliverable Phase 2) and acceptance and Certified by the contract administrator	40% of the contract amount
3.	Final Payment of the production of one Video will be paid on completion and satisfactory delivery of videos Documentary in DVD, AVI and CD formats as well as other formats as specified. (Completion of output and deliverable Phase 3) and acceptance and Certified by the contract administrator	40% of the contract amount

Terms:

- The selected contractor will prepare and submit evidence of the completed deliverables to the Programme Specialist (Resilience & Inclusive Growth), UNDP Bangladesh.
- o Payment for services of the contractor will be made upon satisfactory certification by the project.

RECOMMENDED PRESENTATION PROPOSAL

Interested firms must submit the following detailed proposal made up of documentation to demonstrate the qualifications of the prospective firm, to enable appraisal of competing bids. This should include technical and financial proposals, details of which are listed below.

1. Technical Proposal

- (i) Firm information Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
- (ii) Relevant Experience Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in the field of audio-visual materials/ Video Documentary/ TV Spots/ Docu-drama/ Animation, and list of current and past assignments of the Firm;
- (iii) Process The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a story line, detailed work plan and time schedule for completion/delivery of the final product which, after selection of the contractor, will be agreed upon in consultation with management team in the early stages of the commencement.

- (iv) Human Resources The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks including planning, designing, directing, script writing, shooting and editing, among others.
- (v) Tools and Methodologies The firm will liaise closely with the management team during the development, field testing and finalization of the Video Documentary. The firm can take ideas from the existing Video Documentary/TV Spots/Docu-drama/Animation developed by UNDP. Please share original and innovative ideas on how to methodologically approach this assignment.

2 references to be provided by the contractor where previous work has been undertaken.

2. Financial Proposal

(including fee, accommodation and meals in the field, and other relevant expenses)

- The Financial Proposal shall specify a total delivery amount (in USD or BDT), including consultancy fees
 and all associated costs, composition of the film crew, number of working days, number of travel days,
 production cost, printing on DVD cost, consultation workshop costs, all expenses of travel, accommodation
 and food, and overhead recharges.
- In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the working.

The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment

EVALUATION

In response to the invitation of tender, the contractor will have to submit a Technical proposal as

Criteria	Weight	Max. Points
Technical	70	70
4. Overall experience and qualifications of the firm		
1.3 Experience in developing and producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	10	10
1.4 Specific experience in developing and producing Video Documentaries for national/international/UN and other donor agencies including climate change, forest management, environment and natural resources management.	10	10
Sub-total Sub-total	20	20
5. Methodology, Its Appropriateness to the Condition and Timeliness and Implementation of Work Plan	15	15
Sub-total Sub-total	15	15
6. Qualification and competency of the proposed personnel for the assignment		
3.1 Team leader / Producer/ Director		
Experience in leading the firm in producing of video documentaries/TV spot/ Docu-drama/Animation for national/international/UN and other donor agencies	15	15
3.2 Script writer		
Working experience as a Script writer for writing script for video documentation/TV spot/ Docu-drama/Animation for national/international/UN and other donor agencies	10	10
3.3 Camera Man		



Working experience as a Script writer for writing script for video	10	10
documentation/TV spot/ Docu-drama/Animation for national/international/UN		
and other donor agencies		
Sub-total	35	35
Total Technical Evaluation	70	70
Total Evaluation		
Technical	70	70
Financial	30	30
Total	100	100

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

RESPONSIBILITIES OF THE CONTRACTOR REGARDING COST COMPONENT

To produce deliverables stipulated in the ToR, the contractor/firm will bear all necessary cost relating to required fees of the assignment, logistics, accommodation, food, report preparation, printing and also the cost of the office premises for themselves.

RESPONSIBILITIES OF THE UNDP REGARDING COST COMPONENT

UNDP will only pay the Lump Sum cost for this assignment mentioned in the contract.

IDENTIFICATION OF RISK AND RISK MITIGATION PLAN

Some risks have been identified by the project which may affect the delivery of the outputs as stipulated in this ToR. The project has identified a few mitigation options to address those risks:

- Quality of the Outputs: In order to ensure quality of outputs/deliverables up to the expected level, the project
 and UNDP can seek volunteer support from advisors/media personnel who have experience in producing video
 documentaries to check quality of the outputs/deliverables produced by the firm/company.
- Clear Understanding: Clear understanding among professionals (Team Leader, Director, Artists, Script Writer, Researcher, Cameraman, Video Editor) of the firm/company about this assignment could be one of potential risks. To mitigate this risk, project will organize a briefing session with the selected professionals of the firm/company to clarify the objectives and outputs of this assignment.

KEY PERFORMANCE INDICATOR

The quality of works and deliverables to be produced by the firm/company according to the ToR will also be monitored by the contract administrator. The proposed performance indicators of the contractor's deliverables are illustrated below:

- o 100% accuracy in video storyline and production
- Milestones achieved as per the plan submitted by the contractor
- o Progress report submitted by the contractor and approved by Project Coordinator.

For any clarification regarding this assignment please write to nasim.aziz@undp.org



Declaration

Date:
United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh
Assignment: Hiring a firm for Production of a Video Documentary on RIO Project Activities.
Reference: RFP-BD-2018-021
Dear Sir,
I declare that is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.
Yours Sincerely,

