



REQUEST FOR PROPOSAL (RFP-BD-2018-027)

NAME & ADDRESS OF FIRM	DATE: September 19, 2018
	REFERENCE: RFP-BD-2018-027

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring a Communications and Media Firm for a 1-minute Public Service Announcement (PSA/TVC) production on promoting village courts among rural audience**

Proposals shall be submitted on or before 04.30 pm (local BD Time) on Wednesday, 10 October 2018

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

Proposals may be submitted on or before the deadline indicated by UNDP e-Tendering system. Bid must be submitted using online e-Tendering system at the link furnished below:

<https://etendering.partneragencies.org>; by 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 120 days. You kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it is submitted into the system within deadline. e system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (*with file name less than 60 characters*) in PDF format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, will not be considered for evaluation.

The Financial Proposal and the Technical Proposal files **MUST BE COMPLETELY SEPARATE** 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. 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 via email the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.



PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Sonia Mehzabeen
Operations Manager
9/19/2018

Description of Requirements

Context of the Requirement	Hiring a Communications and Media Firm for a 1-minute Public Service Announcement (PSA/TVC) production on promoting village courts among rural audience
Implementing Partner of UNDP	Local Government Division (LGD) of the Government of Bangladesh
Brief Description of the Required Services	<p>Local Government Division (LGD), MoLGRD&C has been implementing Activating Village Courts in Bangladesh (AVCB) Phase project II with technical and financial assistance from EU, UNDP and GOB. The project seeks to support Village Courts in Bangladesh as an effective local dispute resolution mechanism. The first phase of the project was piloted from 2009-2015 and the success of the pilot has led the Government to seek a scaling-up of the project for a new phase in January 2016-December 2019. The project covers 1,080 UPs of 128 upazillas under 27 districts of 8 divisions across the country. The project aims at strengthening a system of alternative dispute resolution at Union Parishad through establishment and activation of village courts. It improves access to justice for disadvantaged and marginalized groups and enhances human rights systems and processes.</p> <p>AVCB Phase II has three outputs:</p> <ol style="list-style-type: none"> 1. Ensuring Union Parishads have resources and capacity to make the village courts functional; 2. Monitoring Village Courts performance through an effective reporting structure; and 3. Empowering the population to seek Village Courts services by increasing their knowledge of Village Court's roles and functions. <p>The overall objective of the project is to contribute in improving access to justice for disadvantaged and marginalized groups in Bangladesh.</p> <p>Scope of work:</p> <p>The contracted communications and media firm will be responsible for carrying out the assignment with the following specific tasks but not limited to:</p> <ol style="list-style-type: none"> I. Meeting with AVCB II Project team and UNDP Communications team II. Review relevant communications materials/ published literature relating to the village courts in Bangladesh for their clear understanding III. Scripting, hiring performers, shooting locations selection IV. Shooting, editing, background music and inserting sub-titles in English V. Submit the rough-cut of the PSA/TVC for feedback and comments VI. Finalizing the PSA/TVC VII. Final production quality of the TVC must be approved by UNDP and LGD before going for multiple-production. VIII. The length of the PSA/TVC must be within 1 minute.

	<p>IX. The TVC must be shot by standard HD Professional Camera (Sony F55/Sony F5/RED 4K or similar one, Sony F55 preferable, Resolution minimum-4K/2160 P) and edited in non-linear.</p> <p>X. The PSA/TVC must be produced in DVD as master copy. Provide proper background music, ensure high quality recording and appropriate graphics. Music and graphics must be original.</p> <p>XI. The language of PSA/ TVC must be Bengali with English sub-title (two versions i.e. with and without subtitle).</p> <p>Travel must be required to conduct the shooting in selected union parisad</p> <p>Note: Vendor needs to deploy one lawyer having good understanding on village courts</p>		
List and Description of Expected Outputs to be Delivered	Expected Outputs/Deliverables	Timeline (from date of contract signing)	
	Phase-1: Produce draft Bangla script, shooting plan, shooting locations with performers list and a very brief profile of the performers	Within 7 days of the contract signing	
	Phase-2: Finalize the script, shooting plan, shooting locations with performers list and a very brief profile of the performers by incorporating feedback from UNDP and LGD	Within 28 days following feedback of LGD and AVCB II	
	Phase-3: Shooting completion and producing draft version of the PSA (rough-cut edits) will be submitted to AVCB II project for review and final approval from LGD	Within next 10 days after approving the script, production plan and performers	
	Phase-4: Final production and submission (sound mixing, editing, graphics/animation, subtitle and other necessary) following feedback of AVCB II team and LGD	Within 15 days after receiving feedback from UNDP and LGD on draft production (rough cut)	
<p><u>Description of assignments associated with above deliverables given below:</u></p> <ul style="list-style-type: none"> • Task: 1 minute (60 seconds) Public Service Announcement (PSA/TVC) • Major Objective: The objective of the assignment is to promote Village Courts (VCs) for raising awareness and service seeking behaviors among rural people particularly women, poor and vulnerable. • Main Message: The main message of the PSA/TVC would be, village courts have created new opportunity for the rural people to get access to justice for cases (under jurisdiction of BDT 75,000) within only 28 days in a systematic way with minimum cost. It may present few common case 			

	<p>incidents, process of trials of VC, narration on fairness, easy access to justice, hazardless, and others. The messages might be delivered through a popular folk singer or a drama form by renowned performers¹ in both cases, along with visualization of the key messages.</p> <ul style="list-style-type: none"> • Script: Drafting and finalizing script on village courts' promotion by accommodating the benefits and process of the village courts following approval of the project and Local Government Division. So vendor need to show flexibility in accommodating necessary changes during finalization of the script. • Selection of performers: Selection of performers would be done along with consent of the project (performer shall have popularity throughout the country as well as the acceptability and availability. Moreover, the performer will have to be suitable to fit with the theme and expected messages of the PSA/TVC. Vendor must include budget for hiring the performers, no budgetary excuses will be addressed by the project later on) • Shooting: Shooting will be done in one union parishad premise (e.g. nearby project location-Faridpur/ Gazipur/other) • Format and Camera: DV format and Professional HD camera (Sony F55/Sony F5/RED 4K or similar one, Sony F55 preferable, Resolution minimum-4K/2160 P) • Language: Vendor must produce the PSA in Bangla basically for airing on TV channels or other uses. And they must include English subtitles in the PSA for using in other domains. (e.g. Social media, Youtube and others) • Editing: Standard editing (non-linear) for quality assurance in terms of content and time • Compliance: Vendor must comply the compliance issues of the project, UNDP and LGD during production and post production of the PSA aligning with the guidance of the project staff. • Quantity of delivery: 5 (five) master copies DVD and raw footage of the PSA/TVC for future editing. In addition, 700 copies of DVD (include both Bangla and English sub-title version on each -DVD) with 4 color laser print design (on each DVD surface), DVD cover design with 4 color printing in 120 GSM art paper (following same design of DVD.) • Delivery: final production in total by two months (60 days) including weekends following approval of LGD and would be delivered at PMU (Project Office, IDB Bhaban, Agargoan, Dhaka) <p>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 described below:</p> <p>Timely delivery of planned outputs: Due to political un-rest and other factors, the firm/company may not be able to produce outputs as per the plan. To mitigate such risks, weekly progress review and planning meeting will be held between two parties to explore the ways and strategy for producing the output in time.</p>
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¹ Popular singer/reowned performers: Vendor will propose the name of performers and singer and LGD & AVCB II Project will approve it for finalization

	<p>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. This meeting could be organized in AVCB project office.</p> <p>Clear Understanding: Clear understanding among professionals (e.g. 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.</p> <p>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:</p> <ul style="list-style-type: none"> ✓ 100% accuracy in terms of message delivered in the Video following feedback of the AVCB project (UNDP) and LGD. Firm must do the tasks to ensure error free. ✓ Milestones achieved as per the plan submitted by the contractor ✓ Weekly progress update by the contractor through emails/over phone to Project Manager and Communication and Outreach Specialist of the project.
Person to Supervise the Work/Performance of the Service Provider	Communication and Outreach Specialist of the project under the overall supervision and guideline Project Manager of AVCB-II Project
Frequency of Reporting	<i>As indicated in the TOR</i>
Progress Reporting Requirements	As indicated in the TOR
Location of work	<input checked="" type="checkbox"/> As indicated in the TOR <ul style="list-style-type: none"> - Shooting Locations - Faridpur/ Gazipur district - Activating Village Court Project Office, Dhaka
Expected duration of work	60 work days from the days of awarding contract over the period of 6 months
Target start date	October 2018
Latest completion date	April 2019
Travels Expected	As indicated in the ToR (Travel at Shooting Locations)
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others Not Applicable

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs related to this assignment including logistics, office arrangements, accommodation, travel etc. shall be borne by the contractor. Whereas UNDP will pay the lump sum amount as per contract.										
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required										
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required										
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency BDT										
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes										
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <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 <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>										
Payment Terms	<table border="1"> <thead> <tr> <th>Deliverables/Outputs</th> <th>Payment % of Total Contract</th> <th>Payment Condition</th> </tr> </thead> <tbody> <tr> <td>1st Payment will be paid after finalizing the script and work plan including shooting dates, locations and choosing key performers</td> <td>20%</td> <td rowspan="2">Payment will be made upon certification of the Contract Administrator</td> </tr> <tr> <td>2nd Payment will be paid after producing a draft (rough cut) PSA/TVC in Bengali</td> <td>30%</td> </tr> </tbody> </table>			Deliverables/Outputs	Payment % of Total Contract	Payment Condition	1st Payment will be paid after finalizing the script and work plan including shooting dates, locations and choosing key performers	20%	Payment will be made upon certification of the Contract Administrator	2nd Payment will be paid after producing a draft (rough cut) PSA/TVC in Bengali	30%
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	Final Payment of the production of PSA/TVC (1 minute) will be paid on completion and satisfactory delivery of PSA including two versions (with and without English sub-titles) in DVD formats	50%	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, AVCB-II Project		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement (<i>if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.</i>) <input type="checkbox"/> Other Type of Contract [<i>pls. specify</i>]		
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> 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.		
Criteria for the Assessment of Proposal	<p>This is a high-end assignment requiring expert advice of the experienced professional. Substantive experience and qualifications of the contracting entity, that call for a professional team comprising one or more experts and a team of required associate staff/s. The firm needs to submit a detailed delivery proposal alongside CVs for the Team Leader/ Director, Script writer, Cameraman, Video Editor (see below) which must be attached with the Commitment Letter.</p> <p>Minimum eligibility criteria of the firm:</p> <ol style="list-style-type: none"> 1. The vendor must have valid trade license or business registration certificate and/or corporate documents (Articles of Association and so on), TIN number and VAT Registration certificate. 2. The vendor must be a communications and media firm having an updated website to understand its nature of works in addition to an office set-up in Dhaka 3. The firm must have minimum five years of experience in producing PSA (TVC) for national/international/UN and donor agencies; 4. The firm must have produced at least 10 PSAs (TVC) for developing agencies i.e. national/international/UN / donor agencies earlier 		

	<p>5. The vendor must submit the Bid proposal including Technical and Financial Proposal in two separate envelopes in line with the requirement stated under clause -M of this ToR.</p> <p>Minimum eligibility criteria of the key personnel:</p> <ol style="list-style-type: none"> 1. The Team Leader/ Director and key personnel shall have minimum 7 years of experience in leading PSA (TVC) for developing agencies. (Signed CV to be submitted along with bid submission). 2. The Script Writer must have minimum 5 years of experience in writing scripts for PSA (TVC) for developing agencies. (Signed CV to be submitted along with bid submission). 3. The cameraman must have minimum 5 years of experience as Cameraman in producing at least 5 PSAs (TVC), video documentaries/docu-drama. 4. The Video editor must have minimum 5 years of experience in video editing for producing at least 5 video-PSAs (TVC)/documentaries/docu-drama. <p>Core Competencies of the vendor:</p> <ul style="list-style-type: none"> • Experience with UNDP or other UN agencies will get preference. Experience with GOB project is desired. <p><i><u>Note: Proposers/ vendor must submit necessary documents, relevant work samples to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.</u></i></p> <p>Technical Proposal (70%)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Expertise of the Firm 10% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 5% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 55% <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>EVALUATION PROCESS:</p> <p>In response to the invitation of tender, the contractor must submit a Technical proposal as per the Terms of Reference of the scheme and a financial Proposal separately.</p> <p>The financial proposal of only those offerors obtaining the minimum 70% score during technical evaluation should be opened. The remaining financial proposals of offerors whose technical proposals are deemed unqualified and non-responsive shall be remain unopened. The contract will be award to the company meeting the minimum 70% score in the technical evaluation and offering the lowest price.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider

Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Others [Written Self-Declaration] (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<p>UNDP Procurement Cluster, UNDP Bangladesh bd.procurement@undp.org</p> <p>If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID bd.procurement@undp.org within 30 September by 4.30 pm.</p> <p><u>"Attn. BD Procurement- Queries on RFP-BD-2018-027- Hiring a Communications and Media Firm for Production of a 1-minute Public Service Announcement (PSA/TVC) on promoting village courts among rural audience"</u></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>
Other Information [pls. specify]	<p>* For attention: The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u>. Financial proposal must be 'password' protected.</p> <p>A pre-bid meeting will be held at IDB Bhaban, (12th floor), meeting room, for the clarification on the bidding document and ToR on 30th September 2018 at 11.00 AM.</p> <p>Note: Bidder needs to carry a valid Passport/NID/Credit or Debit card with photo/Original driving license to enter IDB Bhaban for the pre-bid meeting.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[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

Minimum eligibility criteria of the consultancy firm:

- The vendor must be required to submit electronic copies of latest documents related to valid Trade License (up dated), Tax Identification Number (TIN), VAT Registration Number and Financial Solvency Certificate from any scheduled Bank.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or another UN Ineligibility List.
- The vendor must be a communications and media firm having an updated website to understand its similar nature of works in addition to an office set-up in Dhaka.
- The vendor must have its own set-up and sufficient human resources for in-house voice recording, editing, preparing English subtitles.
- The vendor must have a designated social communications unit having 3-5 staff for this responsibility.
- The firm must have minimum 7 years of experience in producing dramas (with educational messages) or similar works for GOB or development organizations i.e. UN/donor agencies/ national/international development organizations.
- The firm must have produced at least 10 PSAs/TVC/ video Documentation or similar productions on development issues for GOB or development organizations i.e. UN/donor agencies/ national/international development organizations.
- Vendor must submit links for two samples of quality video / dramas (with educational messages)/documentaries which were produced (scripted, shot and edited) by the vendor. These samples must be developed for GOB/UN or donor agencies/ national / international organizations and suitable for rural audience
- Vendors must submit name and contact details of two referees related to their previous clients specially from development agencies

Following categories of human resources may be required for accomplishing the proposed assignment:

- The Team Leader/ Director and key personnel having **minimum 7 years of experience** in leading video development (drama with educational messages)/documentaries for GOB or development organizations i.e. UNDP or other donor agencies, international or national organizations
- The Script Writer must have **minimum 5 years of experience** in writing at least 5 scripts for video documentaries/docu-dramas for developing agencies
- The cameraman must have **minimum 5 years of experience** as Cameraman in producing at least 5 video documentaries/docu-dramas
- The Video editor must have **minimum 5 years of experience** in editing at least 5 video documentaries/docu-dramas.

CVs of Team Leader/Director and Script Writer must be attached.

Note: Necessary documentation must be submitted to substantiate the above eligibility criteria.

Consultancy firms that do not meet the above eligibility criteria shall not be considered for further evaluation. The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information.

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.

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 <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
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 per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
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				
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]

[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.

TERMS OF REFERENCE**For**

**Hiring a Communications and Media Firm for
Production of a 1 minute Public Service Announcement (PSA/TVC)
on promoting village courts among rural audience**

A. Project Title:
Activating Village Courts in Bangladesh Project-Phase II (AVCB)
B. Description of the Assignment:
<ul style="list-style-type: none"> • Task: 1 minute (60 seconds) Public Service Announcement (PSA/TVC) • Major Objective: The objective of the assignment is to promote Village Courts (VCs) for raising awareness and service seeking behaviors among rural people particularly women, poor and vulnerable. • Main Message: The main message of the PSA/TVC would be, village courts have created new opportunity for the rural people to get access to justice for cases (under jurisdiction of BDT 75,000) within only 28 days in a systematic way with minimum cost. It may present few common case incidents, process of trails of VC, narration on fairness, easy access to justice, hazardless, and others. The messages might be delivered through a popular folk singer or a drama form by renowned performers² in both cases, along with visualization of the key messages. • Script: Drafting and finalizing script on village courts' promotion by accommodating the benefits and process of the village courts following approval of the project and Local Government Division. So vendor need to show flexibility in accommodating necessary changes during finalization of the script. • Selection of performers: Selection of performers would be done along with consent of the project (performer shall have popularity throughout the country as well as the acceptability and availability. Moreover, the performer will have to be suitable to fit with the theme and expected messages of the PSA/TVC. Vendor must include budget for hiring the performers, no budgetary excuses will be addressed by the project later on) • Shooting: Shooting will be done in one union parishad premise (e.g. nearby project location- Faridpur/ Gazipur/other) • Format and Camera: DV format and Professional HD camera (Sony F55/Sony F5/RED 4K or similar one, Sony F55 preferable, Resolution minimum-4K/2160 P) • Language: Vendor must produce the PSA in Bangla basically for airing on TV channels or other uses. And they must include English subtitles in the PSA for using in other domains. (e.g. Social media, Youtube and others) • Editing: Standard editing (non-linear) for quality assurance in terms of content and time • Compliance: Vendor must comply the compliance issues of the project, UNDP and LGD during production and post production of the PSA aligning with the guidance of the project staff. • Quantity of delivery: 5 (five) master copies DVD and raw footage of the PSA/TVC for future editing. In addition, 700 copies of DVD (include both Bangla and English sub-title version on each -DVD) with 4 color laser print design (on each DVD surface), DVD cover design with 4 color printing in 120 GSM art paper (following same design of DVD.) • Delivery: final production in total by two months (60 days) including weekends following

² Popular singer/reowned performers: Vendor will propose the name of performers and singer and LGD & AVCB II Project will approve it for finalization

approval of LGD and would be delivered at PMU (Project Office, IDB Bhaban, Agargoan, Dhaka)
C. Target Audience:
Audience: <ul style="list-style-type: none"> • Primary audience: rural village people including poor, marginalized and vulnerable women • Secondary audience: UP chairmen, members, local leaders, local administration and other stakeholders
D. Project Description:
Background of the Project Local Government Division (LGD), MoLGRD&C has been implementing Activating Village Courts in Bangladesh (AVCB) Phase project II with technical and financial assistance from EU, UNDP and GOB. The project seeks to support Village Courts in Bangladesh as an effective local dispute resolution mechanism. The first phase of the project was piloted from 2009-2015 and the success of the pilot has led the Government to seek a scaling-up of the project for a new phase in January 2016-December 2019. The project covers 1,080 UPs of 128 upazillas under 27 districts of 8 divisions across the country. The project aims at strengthening a system of alternative dispute resolution at Union Parishad through establishment and activation of village courts. It improves access to justice for disadvantaged and marginalized groups and enhances human rights systems and processes. AVCB Phase II has three outputs: <ol style="list-style-type: none"> 1. Ensuring Union Parishads have resources and capacity to make the village courts functional; 2. Monitoring Village Courts performance through an effective reporting structure; and 3. Empowering the population to seek Village Courts services by increasing their knowledge of Village Court's roles and functions. The overall objective of the project is to contribute in improving access to justice for disadvantaged and marginalized groups in Bangladesh.
E. Scope of Work
The contracted communications and media firm will be responsible for carrying out the assignment with the following specific tasks but not limited to: <ol style="list-style-type: none"> XII. Meeting with AVCB II Project team and UNDP Communications team XIII. Review relevant communications materials/ published literature relating to the village courts in Bangladesh for their clear understanding XIV. Scripting, hiring performers, shooting locations selection XV. Shooting, editing, background music and inserting sub-titles in English XVI. Submit the rough-cut of the PSA/TVC for feedback and comments XVII. Finalizing the PSA/TVC XVIII. Final production quality of the TVC must be approved by UNDP and LGD before going for multiple-production. XIX. The length of the PSA/TVC must be within 1 minute. XX. The TVC must be shot by standard HD Professional Camera (Sony F55) and edited in non-linear. XXI. The PSA/TVC must be produced in DVD as master copy. Provide proper background music, ensure high quality recording and appropriate graphics. Music and graphics must be original.

XXII. The language of PSA/ TVC must be Bengali with English sub-title (two versions i.e. with and without subtitle).	
XXIII. Travel must be required to conduct the shooting in selected union parishad.	
F. Expected Outputs/Deliverables	Timeline (from date of contract signing)
Phase-1: Produce draft Bangla script, shooting plan, shooting locations with performers list and a very brief profile of the performers	Within 7 days of the contract signing
Phase-2: Finalize the script, shooting plan, shooting locations with performers list and a very brief profile of the performers by incorporating feedback from UNDP and LGD	Within 28 days following feedback of LGD and AVCB II
Phase-3: Shooting completion and producing draft version of the PSA (rough-cut edits) will be submitted to AVCB II project for review and final approval from LGD	Within next 10 days after approving the script, production plan and performers
Phase-4: Final production and submission (sound mixing, editing, graphics/animation, subtitle and other necessary) following feedback of AVCB II team and LGD	Within 15 days after receiving feedback from UNDP and LGD on draft production (rough cut)
Total	60 days
G. Impact of Results	
The PSA will increase awareness among relevant stakeholders, rural people and motivate them to seek justice from the village courts	
H. Institutional Arrangement	
The National Project Coordinator will act as the contract administrator for this contract. Under the overall directives of the National Project Coordinator (NPC) and in close coordination and guidance of the Communication and Outreach Specialist of the project, the firm will accomplish all necessary task and relevant activities. The firm will be based in their own office in Dhaka. No transport and logistics cost both for within and outside Dhaka movement will be paid by UNDP in addition to the contract amount.	
I. Duration of the Work and Duty Station	
The duration of the assignment will be a maximum 60 days over the period of 6 months. The principal working location /duty station is in Dhaka (vendors own office), with travel to union parishad for shooting during the production time. The firm must need to attend meetings whenever necessary at AVCB II Project, Dhaka.	
J. Final Products/Services	
Awarded production company will deliver the following: <ul style="list-style-type: none"> • Complete PSA (TVC) incorporating feedbacks of AVCB, UNDP and LGD • Master copy of the PSA (TVC) in HD format • Final product of PSA (TVC) with proper cover and print on DVD • Provide 5 (five) master copies in DVD (4k HD format) and 700 copies (HD format 1080 P) of both Bengali and English sub-title version with printed 4 (four) colour cover which would be suitable for airing on televisions as well as uploading in YouTube and other domains. 	

K. Qualification of the successful contractor**Minimum eligibility criteria of the firm:**

1. The vendor must have valid trade license or business registration certificate and/or corporate documents (Articles of Association and so on), TIN number and VAT Registration certificate.
2. The vendor must be a **communications and media firm** having an updated website to understand its nature of works in addition to an office set-up in Dhaka
3. The firm must have **minimum five years of experience** in producing PSA (TVC) for national/international/UN and donor agencies;
4. The firm must have produced at least **10 PSAs (TVC)** for developing agencies i.e. national/international/UN / donor agencies earlier
5. The vendor must submit the Bid proposal including Technical and Financial Proposal in two separate envelops in line with the requirement stated under clause -M of this ToR.

Minimum eligibility criteria of the key personnel:

5. The Team Leader/ Director and key personnel shall have **minimum 7 years of experience** in leading PSA (TVC) for developing agencies. (Signed CV to be submitted along with bid submission).
6. The Script Writer must have **minimum 5 years of experience** in writing scripts for PSA (TVC) for developing agencies. (Signed CV to be submitted along with bid submission).
7. The cameraman must have **minimum 5 years of experience** as Cameraman in producing at least 5 PSAs (TVC), video documentaries/docu-drama (Signed CV to be submitted along with bid submission).
8. The Video editor must have **minimum 5 years of experience** in video editing for producing at least 5 video-PSAs (TVC)/documentaries/docu-drama; (Signed CV to be submitted along with bid submission).

Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

Core Competencies of the vendor:

- Experience with UNDP or other UN agencies will get preference. Experience with GOB project is desired.

L. Scope of Bid Price and Schedule of Payment

Remuneration 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, travel costs, DSA, subsistence and ancillary expenses.

AVCB II will made payments by bank transfer to the firm's bank account, upon acceptance of the deliverables in time and good quality as 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.

SL No.	Outputs and deliverables	Payments (% of total)
A	Production of a 1 minute (60 seconds) PSA (TVC) on promotion of village courts	

1	1st Payment will be paid after finalizing the script and work plan including shooting dates, locations and choosing key performers	20%
2	2nd Payment will be paid after producing a draft (rough cut) PSA/TVC in Bengali	30%
3	Final Payment of the production of PSA/TVC (1 minute) will be paid on completion and satisfactory delivery of PSA including two versions (with and without English sub-titles) in DVD formats	50%
4	Total	100 %

Terms:

- Payment for services of the contractor will be made upon satisfactory certification by the contract administrator.

M. Recommended Presentation of 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

- Submission of a 2/3 pages' profile of the firm is must which will describe an office set-up in Dhaka with at least 10 technical staff including a structure of social communications/work unit having 3-5 members, who have experience in producing PSA/TVC, documentary or others for development organizations, like, UN/ donors or other international/national organization.
- The firm must share the links of their updated website for assessing its nature of works
- Submission of a draft script (in Bengali) in the technical proposal is must for assessing its technical quality**
- Submission of a workplan (showing days after getting the work order or approval in the technical proposal is a must to evaluate its understanding of the required task
- Relevant Experience – The firm need to mention the years of experience in developing PSAs/ TVCs/ documentary for development organizations (UN, donors, international/national organizations)
- 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 brief CVs of the team leader/ Director or key personnel
- Logistic -own video camera, permanent staff for shooting and editing and own editing panel
- Must mention names, addresses, phones and email numbers of 2 relevant references by the vendor where previous works have been undertaken.

2. Financial Proposal (including fee, travel cost, DSA, and other relevant expenses)

- The Financial Proposal shall specify a total delivery amount (in BDT) including all associated costs, i.e. travel cost, production cost, printing on DVD costs, and others
- 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.

N. Evaluation

In response to the invitation of tender, **the contractor will have to submit a Technical proposal as per the Terms of Reference of the scheme and a financial Proposal separately.** The tender selection committee will first evaluate the technical proposal of the institutions/firms. Any institutions/firms getting more than 70% of the maximum achievable points (i.e. 49 points out of 70) in the technical proposal will be considered for financial appraisal.

The total scoring points for both the evaluations will be 100; the technical evaluation will be based on 70 points and the rest 30 points are to be allotted to the bidder proposing cost effective financial offers.

A cumulative analysis weighted-scoring method will be applied to evaluate the firm. The award of the contract will be made to the tenderer whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable with reference to this ToR, and;
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to this solicitation, with the ratio set at 70:30 respectively.

BASIS FOR EVALUATION

Criteria	Weight	Max. Points
<u>Technical</u>	70	
1. Overall experience and qualifications of the firm		
1.1 Experience in developing and producing PSA (TVC)/ Video Documentary for national/international/UN/other donor agencies	15	
1.2 Profile of the communications firm in terms of working on development issues (i.e. audio-visual production), updated website, social communications team and other technical team members etc.	10	
Sub-total	25	
2. Proposed Methodology		
2.1 Proposed Work Plan and approach to assignment	5	
Sub-total	5	
3. Qualification and competency of the proposed personnel for the assignment		
3.1 Team leader/ Director		
Experience of the team leader/ director of the firm in producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	12.5	
3.2 Script Writer		
Experience in writing scripts for Video Documentary/ TV Spots/Film/ Drama for national/international/UN/ other donor agencies	7.5	
Sub-total	20	
3.3 Draft Script (attached in technical proposal)	20	
Sub-total	40	
Total Technical Evaluation	70	

Total Evaluation		
Technical	70	
Financial	30	
Total	100	

O. Responsibilities of the Contractor regarding cost component

In order to produce deliverables stipulated in the ToR, the contractor/firm will bear all necessary cost relating to required fees of the assignment, logistics, travel, meeting food, printing and also the cost of the office premises for themselves.

P. Responsibilities of UNDP regarding cost component

AVCB II Project (UNDP) will only pay the Lump Sum cost for this assignment mentioned in the contract.

Q. 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 described below:

- Timely delivery of planned outputs: Due to political un-rest and other factors, the firm/company may not be able to produce outputs as per the plan. To mitigate such risks, weekly progress review and planning meeting will be held between two parties to explore the ways and strategy for producing the output in time.
- 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. This meeting could be organized in AVCB II Project office.
- Clear Understanding: Clear understanding among professionals (e.g. 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.

R. 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:

- 100% accuracy in terms of message delivered in the PSAs following feedback of the AVCB project (UNDP) and LGD. Firm must do the tasks to ensure error free.
- Milestones achieved as per the plan submitted by the contractor
- Weekly progress update by the contractor through emails/over phone to National Project Coordinator and Communication and Outreach Specialist of the project.

Declaration

Date:

United Nations Development Programme
UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: Hiring a Communications and Media Firm for 1 minute Public Service Announcement (PSA/TVC) on promoting village courts among rural audience

Reference: RFP-BD-2018-027

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,