



Enhancing Access to Justice through Institutional Reform (A2J) Project

(Date of publication 15 May 2019)



Empowered lives.
Resilient nations.

REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: 15 May 2019
	REFERENCE: A2J/RFP/2019/02

Dear Sir / Madam:

We kindly request you to submit your Proposal for – **Media Outreach Campaign on Access to Justice through Television Program**

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

Proposals may be submitted on or before **Thursday 30 May 2019, 17:00 hrs. (Nepal time)** and via courier to the address below:

Enhancing Access to Justice through Institutional Reform (A2J) Project
977-01-4238303, 01-4238309, info@a2jnepal.org

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by A2J PROJECT after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of A2J PROJECT 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 A2J PROJECT, 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 A2J PROJECT'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 A2J PROJECT after it has received the Proposal. At the time of Award of Contract or Purchase Order, A2J PROJECT 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 A2J PROJECT, herein attached as Annex 3.

Please be advised that A2J PROJECT 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.

A2J PROJECT'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:

A2J PROJECT encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to A2J PROJECT 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.

A2J PROJECT implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against A2J PROJECT, as well as third parties involved in A2J PROJECT activities. A2J PROJECT expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Sudeep Gautam

National Program Manager

11/5/2019

Description of Requirements

Context of the Requirement	<p>Nepal is currently implementing a wide-ranging legal reform. The new Constitution has introduced a significant number of fundamental rights to its people, new Criminal and Civil Code have come into force replacing century long Muluki Ain, Judicial Committee, a new institutional mechanism at local level has been introduced in order to enhance the easy access to justice to needy people. However, enactment of law and establishment of legal mechanism alone do not achieve change. Rights holders need to be empowered to know and claim their rights and at the same time institutions need to be strengthened to deliver on their duties with a sense of accountability. Given the context, creating massive awareness about these legal and institutional reform to the general public is very important.</p> <p>Therefore, the Project, in addition to its partnership with Government institutions and Civil Society Organizations, also seeks to heavily engage with media to enhance access to justice to vulnerable sectors of the population, especially women and disadvantaged groups through creating awareness about the fundamental rights related laws, new Criminal code and Civil code, legal empowerment of the vulnerable communities through legal aid and role and responsibility of judicial committee and their rights and services. The Project believes that the mobilization of different modes of media and creative ways of dissemination of such information relating to these laws and legal mechanism will have better and larger impact at the society. Therefore, the Project aims to implement such activities through engagement with media related organizations particularly in developing different outreach materials so as to broadcast them through different means of communication.</p>
Outcome	<p>The expected outcome of the present assignment is</p> <p>To create massive awareness among women and vulnerable communicated about the laws, policies, institutions and reform agenda so that they can have better access to the services and entertain the rights enshrined in the constitution and laws.</p>
Themes of Outreach materials (product)	<p>The media out-reach product should be aimed enhancing access to justice to vulnerable sectors of the population, especially women and disadvantaged groups through creating awareness about the</p> <ul style="list-style-type: none"> - Fundamental rights related laws, - Features of new Criminal and Civil code, - Legal aid and role and - Role and responsibility of judicial committee and its jurisdictions.
Implementing Partner of A2J PROJECT	MoJPA through Enhancing Access to Justice through Institutional Reform (A2J) Project
Brief Description of the Required Services ¹	<p>As per objectives and scope of work mentioned above, the duties and responsibilities of the consultant company will include, but not limited to, as follows:</p> <ul style="list-style-type: none"> - Develop concept of the outreach materials in consultation with the A2J Project and relevant institutions; - Prepare script for the outreach materials;

¹ A detailed TOR's attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<ul style="list-style-type: none"> - Organize consultation meeting with relevant institutions and review and finalize the script based on the feedback received in the consultation; - In talk show all resource persons and questions must be pre-approved from A2J Project - Coordinate with the appropriate artists as necessary for producing outreach materials; - Develop different types of outreach materials as mentioned and ensure high quality of products including with necessary editing; - Submit the final product to the A2J Project in digital format (compatible with HR quality) - Coordinate wide dissemination of developed outreach materials through different modes of communication; - Consider basic human rights principles and gender and social inclusion perspectives and sensitivity while developing such outreach materials. - Assess the impacts of media mobilization
List and Description of Expected Outputs to be Delivered	<p>The consultant company/ service provider will submit the detailed report of the work performed during the assignment period. The report should consist:</p> <ul style="list-style-type: none"> a) Inception plan of action with detail work plan with timeline b) The final product of the developed outreach materials c) The detail report of the content and process followed during the development of the materials d) The periodic and final (Programmatic and Financial) report as required by the A2J Project. e) All the TV programmes should be in digital format (compatible with HD) <p>Periodic assessment of the outcome or the impact through the intervention.</p>
Person to Supervise the Work of the Service Provider	National Program Manager
Frequency of Reporting	Weekly reports on the progress of the assignment
Progress Reporting Requirements	Service provider will provide a weekly status report, outlining the work completed to date and any impediments to the progress of the assignment.
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	90 business days
Target start date	June 2019
Latest completion date	End of November 2019
Travels Expected	N/A
Special Security Requirements (Not applicable)	<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 type="checkbox"/> Others [pls. specify]								
Facilities to be Provided by A2J PROJECT (i.e., must be excluded from Price Proposal) (Not applicable)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others [pls. specify]								
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								
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes								
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, A2J PROJECT 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								
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percent age</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>The first installment of 20 percent to the total amount will be paid upon the presentation and approval of demo inception report.</td><td>20%</td><td>End of June 2019</td><td>Within thirty (30) days from the date of meeting the following conditions:</td></tr> </tbody> </table>	Outputs	Percent age	Timing	Condition for Payment Release	The first installment of 20 percent to the total amount will be paid upon the presentation and approval of demo inception report.	20%	End of June 2019	Within thirty (30) days from the date of meeting the following conditions:
Outputs	Percent age	Timing	Condition for Payment Release						
The first installment of 20 percent to the total amount will be paid upon the presentation and approval of demo inception report.	20%	End of June 2019	Within thirty (30) days from the date of meeting the following conditions:						

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the A2J PROJECT CO/BU requiring the service.

³ A2J PROJECT preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any amount A2J PROJECT shall require the Service Provider to submit a bank guarantee or bank cheque payable to A2J PROJECT, in the same amount as the payment advanced by A2J PROJECT to the Service Provider.



	40 % after submission and production of draft documentaries and talk programs	40%	End of September 2019	a) A2J PROJECT's written acceptance (i.e., not mere receipt) of the quality of the outputs; and
	40% will be paid after the completion of final product and submission of final report	40%	End of November 2019	b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Program Manager (NPM)/National Program Director (NPD)			
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 ⁴ <input type="checkbox"/> Other Type of Contract			
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 A2J PROJECT 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	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 40% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 40% <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by A2J PROJECT. The financial proposal will be opened only for submissions that passed the minimum technical score of 70% (700 points) of the obtainable score of 1000 points in the evaluation of the technical proposals.			
A2J PROJECT will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:			

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁶ <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ⁷ [pls. specify]
Contact Person for Inquiries (Written inquiries only) ⁸	<p>977-01-4238303, info@a2jnepal.org</p> <p>Any delay in A2J PROJECT's response shall be not used as a reason for extending the deadline for submission, unless A2J PROJECT determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>Written inquiries must be submitted on or before 5:00pm Nepal Standard Time on 21 May 2019. A2J PROJECT shall response of inquiries by 23 May 2019, 14:00 hrs</p> <p><u>Inquiries received after the above date and time shall not be entertained.</u></p>
Other Information [pls. specify]	<p>The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer.</p> <p>The outer envelope shall be addressed to:</p> <p>National Project Manager Enhancing Access to Justice through Institutional Reform (A2J) Project Babarmahal, Kathmandu</p> <p>Marked with: A2J/RFP/2019/02-"Media Outreach Campaign on Access to Justice through Television Program".</p>

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁸ This contact person and address is officially designated by A2JPROJECT. If inquiries are sent to other person/s or address/es, even if they are A2JPROJECT staff, A2JPROJECT shall have no obligation to respond nor can A2JPROJECT confirm that the query was received.



Enhance Access to Justice through Institutional Reform (A2J) Project

Terms of reference (TOR) for Media Outreach Campaign on Access to Justice through Television Program

Assignment title	Media Outreach Campaign on Access to Justice through Television Program
A. Duty station	<i>Kathmandu (throughout Nepal as necessary)</i>
B. Reporting to	<i>National Project Manager</i>
C. Responsible staff	<i>Output Leader</i>
D. Duration of assignment	<i>6 months</i>
E. Expected starting /completion date	<i>1 June 2019 – 30 November 2019</i>
F. Purpose and use	<i>In consultation with A2J Project and its implementing partners, develop outreach materials such as documentary drama and talk programs in order to widely disseminate the information to the general public regarding new laws and legal institutions, new codes, fundamental rights related laws, judicial committees, and legal aid.</i>

1. Project background

UNDP Nepal is working with the Ministry of Law, Justice and Parliamentary Affairs (MoJPA), Office of Attorney General (OAG), Nepal Bar Association (NBA), other government agencies, national human rights institutions, and civil society organizations to enhance access to justice through Institutional Reform Project, 2018-2020 (the Project). The Project builds on the achievements of the Strengthening the Rule of Law and Human Rights Protection System in Nepal Programme (2013-2017) and continues to focus on the reform of the legal aid system, supporting national efforts in implementation of constitutional provisions on fundamental rights through legislative reform, implementation of the newly adopted criminal and civil legislations, and in particular on enhancing access to justice at the local level.

To enable women and vulnerable groups to access justice, the Project will support the MoJPA to lead reforms in the legal aid system in Nepal towards the implementation of the Integrated Legal Aid System which aims to coordinate and regulate accessible socio and legal aid service provision throughout Nepal by further enabling women and vulnerable groups to enjoy their right to legal aid services.

The Project continues to be engaged in the reform of the criminal and civil justice systems by providing necessary support for the execution of the Costed Action Plan for the implementation of the newly adopted Codes. Developing necessary guidelines on implementation of codes and providing specialized trainings to judges, prosecutors, police officers, lawyers, judicial committee members and other justice sector officials will be a focus of the Project.

The Project works on enhancing access to justice of women and vulnerable groups of people through strengthening the capacity of Judicial Committees, legal aid mechanism, pro-bono lawyering, etc. Focus will also be given to awareness raising activities aimed at the general population about the legal reform that encompasses new criminal and civil codes, fundamental rights related laws, legal aid, Judicial Committees and their rights and services. Similarly, the Project is empowering Judicial Committees to resolve the local disputes through mediation by establishing a pool of certified mediators. In addition, the Project promotes access to justice through establishing inter-institutional linkages among the justice actors and coordinated advocacy for better, speedy and quality justice delivery.



Further, the Project also aims to strengthen the judicial system for inclusive economic development. For this, the Project initiates inter-agency dialogues among the concerned stakeholders for creating development friendly legislations, sensitizing the inter-relation between law and development, connection of business and human rights for sustainable development, capacity building of the institutions and officials related etc.

2. Significance of Assignment and outcome

Nepal is currently implementing a wide-ranging legal reform. The new Constitution has introduced a significant number of fundamental rights to its people, new Criminal and Civil Code have come into force replacing century long Muluki Ain, Judicial Committee, a new institutional mechanism at local level has been introduced in order to enhance the easy access to justice to needy people. However, enactment of law and establishment of legal mechanism alone do not achieve change. Rights holders need to be empowered to know and claim their rights and at the same time institutions need to be strengthened to deliver on their duties with a sense of accountability. Given the context, creating massive awareness about these legal and institutional reform to the general public is very important.

Therefore, the Project, in addition to its partnership with Government institutions and Civil Society Organizations, also seeks to heavily engage with media to enhance access to justice to vulnerable sectors of the population, especially women and disadvantaged groups through creating awareness about the fundamental rights related laws, new Criminal code and Civil code, legal empowerment of the vulnerable communities through legal aid and role and responsibility of judicial committee and their rights and services. The Project believes that the mobilization of different modes of media and creative ways of dissemination of such information relating to these laws and legal mechanism will have better and larger impact at the society. Therefore, the Project aims to implement such activities through engagement with media related organizations particularly in developing different outreach materials so as to broadcast them through different means of communication.

Outcome: The expected outcome of the present assignment is

To create massive awareness among women and vulnerable communicated about the laws, policies, institutions and reform agenda so that they can have better access to the services and entertain the rights enshrined in the constitution and laws.

3. Objective

The objective of this assignment is to

- Develop different outreach materials such as; documentary and talk programs / interviews or any creative ways of information dissemination;

4. Scope of work

The scope of this assignment covers the development of awareness raising outreach materials using different means of creative communication particularly on new laws such as; Criminal Code, Civil Code, fundamental rights related laws, legal aid, roles and responsibilities of Judicial Committee, etc. The consultant company / service provider will develop such materials in close consultation with and under the supervision of A2J Project, UNDP Communication Department and relevant institutions.

The consultant company / service provider has to submit its proposal to perform the assignment as mentioned in the Annex I. The proposal should consist the detailed activities and estimated budget for each of the activities along with the proposed human resources to be mobilized for the activities. The proposal should also include the signed CV of such proposed person(s).

5. Duties and responsibilities of the consultant company

As per objectives and scope of work mentioned above, the duties and responsibilities of the consultant company will include, but not limited to, as follows:

- Develop concept of the outreach materials in consultation with the A2J Project and relevant institutions;
- Prepare script for the outreach materials;



- Organize consultation meeting with relevant institutions and review and finalize the script based on the feedback received in the consultation;
- In talk show all resource persons and questions must be pre-approved from A2J Project
- Coordinate with the appropriate artists as necessary for producing outreach materials;
- Develop different types of outreach materials as mentioned and ensure high quality of products including with necessary editing;
- Submit the final product to the A2J Project in digital format (compatible with HR quality)
- Coordinate wide dissemination of developed outreach materials through different modes of communication;
- Consider basic human rights principles and gender and social inclusion perspectives and sensitivity while developing such outreach materials.
- Assess the impacts of media mobilization (activities implemented as mentioned in annex I).

6. Deliverables and Reporting

The consultant company/ service provider will submit the detailed report of the work performed during the assignment period. The report should consist:

- f) Inception plan of action with detail work plan with timeline
- g) The final product of the developed outreach materials
- h) The detail report of the content and process followed during the development of the materials
- i) The periodic and final (Programmatic and Financial) report as required by the A2J Project.
- j) All the TV programmes should be in digital format (compatible with HD)
- k) Periodic assessment of the outcome or the impact through the intervention.

7. Required qualifications

The interested company/institutions should have following qualifications: -

- Should be duly registered;
- Professional experience of developing outreach materials and programs;
- Should have sufficient human resources including technical person to develop such materials and program on their direct engagement;
- Should possess the sound managerial, technical, financial and institutional capacities to achieve the result;
- Experience working with UNDP and Government institutions will be added benefit.
- The applicant must have human resources at least:
 1. Producer/Director (Minimum Master degree in Mass communication)
 2. Script writer (Minimum Bachelore degree in Mass communication / literature / Journalism)
 3. Camera person (Having at least 3 years of professional experience)
 4. Editor (Having at least 3 years of professional experience).
- Applicant should submit CV of human resources at least mentioned above necessary to carry out the proposed activities.

8. Schedule:

The duration of this assignment will be 6 months.



9. Overall governance and management of the assignment


The A2J project will take care of the overall governance and the timely delivery of the assignment.

10. Mode of payment

The payment shall be made as Per the UNDP NIM guideline. The Consultant Company will be paid in installments based on the deliverables.

11. Confidentiality and data ownership

All data and information received for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to the A2j Project. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed written authorization of the A2J project.

A handwritten signature in dark ink, consisting of several fluid, overlapping strokes, positioned in the center of the page.

12. Details of Assignment & Financial Proposal

The consultant company has to submit the Technical and financial proposals in separate sealed envelope based on the following activities. (Proposal may be submitted for all or any of the activities. A2J Project reserves right to select all or any of the activities mentioned below based on appropriateness of the proposal and availability of resources)

Television Program

SN	Activities	Quantity	Units	Unit cost	Total cost	Remarks
1.	TV Talk Programme (22 to 25 Min) (Production)					
2.	Documentary Production (20 to 25 Min/ episode)					
	Total of estimated cost					



FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)*

[insert: Location]

[insert: Date]

To:

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to A2J PROJECT in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



D. Cost Breakdown per Deliverable*

S.N	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	The first installment of 20 percent to the total amount will be paid upon the presentation and approval of demo inception report.	20%	
2	40 % after submission and production of draft documentaries and talk programs	40%	
3	40% will be paid after the completion of final product and submission of final report	40%	
	Total	100%	

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

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

Cost Breakdown by Cost Component:

SN	Activities	Quantity	Units	Unit cost	Total cost	Remarks
3.	TV Talk Programme (22 to 25 Min) (Production)	12	Episodes			
4.	Documentary Production (20 to 25 Min/ episode)	4	units			
	Total of net cost					
	VAT 13% (if applicable					
	Grand total					
(In words :						

Note:

N.B. Administrative and all other associated costs need to be built into the above headings proportionately.

Proposal will be disqualified if it does not follow the above price schedule format.

Offerors can attach details of the cost breakdown as Annexes

Number of some personnel to deliver the services has been set by A2J PROJECT as indicated on the table above.

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

[Designation]

[Contact number/Mobile]

[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 Enhancing Access to Justice through Institutional (A2J) Project. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of A2J PROJECT or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to A2J PROJECT in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect A2J PROJECT or the United Nations and shall fulfill its commitments with the fullest regard to the interests of A2J PROJECT.

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 A2J PROJECT.

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 A2J PROJECT for all sub-contractors. The approval of A2J PROJECT 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 A2J PROJECT 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, A2J PROJECT, 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 A2J PROJECT as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the A2J PROJECT;

8.4.3 Provide that the A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT shall rest with A2J PROJECT and any such equipment shall be returned to A2J PROJECT at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to A2J PROJECT, 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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT.
- 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 A2J PROJECT does not and shall not claim any ownership interest thereto, and the Contractor grants to the A2J PROJECT 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 A2J PROJECT; 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 A2J PROJECT 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 A2J PROJECT, shall be made available for use or inspection by the A2J PROJECT at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to A2J PROJECT authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF A2J PROJECT OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with A2J PROJECT, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of A2J PROJECT or THE United Nations, or any abbreviation of the name of A2J PROJECT 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 or 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 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 A2J PROJECT, 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 A2J PROJECT sufficient prior notice of a request for the disclosure of Information in order to allow the A2J PROJECT 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 A2J PROJECT 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 A2J

PROJECT, 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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case A2J PROJECT 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 A2J PROJECT under this Article, no payment shall be due from A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes A2J PROJECT to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the A2J PROJECT before the payment thereof and the A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT to terminate this Contract immediately upon notice to the Contractor, at no cost to A2J PROJECT.

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 A2J PROJECT to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of A2J PROJECT.

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 A2J PROJECT 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 A2J PROJECT 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 A2J PROJECT, only the A2J PROJECT Authorized Official possesses the authority to agree on behalf of A2J PROJECT 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 A2J PROJECT unless provided by an amendment to this Contract signed by the Contractor and jointly by the A2J PROJECT Authorized Official.