



REQUEST FOR PROPOSAL (RFP) (RFP-BD-2019-029)

NAME & ADDRESS OF FIRM	DATE: July 24, 2019
	REFERENCE: RFP-BD-2019-029

Dear Sir / Madam:

We kindly request you to submit your Proposal for ***Hiring a firm for Development of Public Outreach theme song for UNDP Bangladesh Country Office.***

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

Proposals shall be submitted on or ***before 4.30 p.m. (local time) on Wednesday, August 07, 2019*** before the deadline indicated by UNDP in the eTendering system . Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest

password: why2change

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

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

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

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

The Financial Proposal and the Technical Proposal files 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 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.

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
7/24/2019

Description of Requirements

Context of the Requirement	<p>The United Nations Development Programme (UNDP) partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone. With offices in more than 160 countries and territories, we offer global perspective and local insight to help empower lives and build resilient nations. UNDP Bangladesh has been a key facilitator in Bangladesh's remarkable development story since it first started operations in 1972. Since then, UNDP has assisted Bangladesh's progression to an ever more dynamic, youthful and resilient emerging economy with distinct promise. UNDP Bangladesh has been a valuable partner throughout this process, acting as an honest broker and catalyst in promoting transformational changes in the lives and livelihoods of the people of Bangladesh. On the ground in 177 countries and territories, UNDP is the most universal actor in technical development assistance and capacity development. The activity that is facilitated, executed, or encouraged through UNDP's global network generates not only direct development outputs, but also a rich base of collective knowledge. Especially, UNDP's long and diverse country engagement in Bangladesh has generated rich knowledge resources, which are extremely useful to the country's development actors, including the government, academia, civil society, development partners, and the people of Bangladesh. In consonance with the mandate of reaching out mass people, UNDP Bangladesh seeks the services of an Event Management Agency to develop a theme some to enhance its public outreach program covering the six signature solutions: Poverty, Resilience, Governance, Environment, Energy and Gender.</p>
Implementing Partner of UNDP	<p>The United Nations Development Programme (UNDP) partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone</p>
Brief Description of the Required Services	<p>OBJECTIVES OF THE ASSIGNMENT</p> <p>To capture the best practices and successes of UNDP in Bangladesh and present that for mass people, it has taken an initiative for promoting the six signature solutions of UNDP. In line with that, a creative/communications agency will be assigned to develop a catchy thematic song highlighting UNDP's work to help Bangladesh achieve the Sustainable Development Goals. The agency will also be responsible for video production of the song in a creative manner, targeting the mass people and to highlight UNDP's diverse works around the country.</p> <p>SCOPE OF WORK</p>

	<p>The theme and song should target the following category of stakeholders but is not limited to them:</p> <ul style="list-style-type: none"> • Youth • Women • Persons with disabilities • Ethnic or linguistic minorities; and • Rural or remote communities. <p>The theme and song should target the following topics but not be limited to them:</p> <ul style="list-style-type: none"> • Poverty • Resilience • Governance • Energy • Environment • Gender <p>This song will be used for outreach and also to raise mass awareness and motivate various stakeholders to work to achieve the Sustainable Development Goals.</p> <ul style="list-style-type: none"> • Work with the Country Office Communications Team to develop a thematic song highlighting UNDP's six signature solutions to achieve the SDGs in Bangladesh. • Through research and interviews, develop draft lyric highlighting UNDP's works around the country. Following approval of the draft lyric carry out composition of the song. • Responsible for auditions and studio for production. • Ensure prominent artist considering the target audiences. • Through research and interviews, develop visual script and recce locations and submit storyboard for visual representation of the finalized thematic song. Following approval carry out the production and post-production of the video. • Submit end products specified below within mentioned deadlines. • Ability to travel to various locations in Dhaka and outside of Dhaka. UNDP can provide a conformational letter about the purpose of the video but the offeror will be responsible to obtain all necessary permits including use of drones for visual documentation. • Manage all travel arrangements, accommodation and meals for the production crew while in the field. • Liaise with project staff and managers on production schedules, filming and location access. • Ensure pre-production, filming and post productions at the highest quality. • Research and locate human characters according to proposed topics in the lyric. All subjects need to be requested for permission and/or agreement/willingness before filming and visual documentation. • Undertake all necessary editing and post production work, keeping the communications team for feedback.
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	<ul style="list-style-type: none">• Ensure highest broadcast quality production and filming.• Ensure delivery of all footages and photos shot during this assignment. All rights of the products will be reserved under UNDP.																																			
List and Description of Expected Outputs to be Delivered	<table><tr><th colspan="5">Expected Results and Deliverables</th></tr><tr><th>SL</th><th>Deliverables</th><th>Technical specification</th><th>Quantity</th><th>Required time frame</th></tr><tr><td>1</td><td>Inception Plan</td><td>Submit a clear implementation plan with a time schedule for each activity</td><td>1 inception plan</td><td>3 Days of signing the contract</td></tr><tr><td>2</td><td>Lyric development</td><td>Research and development of idea/ draft lyric highlighting areas of UNDP's works in Bangladesh</td><td>1 lyric</td><td>1 month of signing the contract</td></tr><tr><td>3</td><td>Composition of song</td><td>After finalizing lyric, select and assign composer and artist to produce the final song in coordination with the country office communications team</td><td>1 composed song</td><td>2 months of signing the contract</td></tr><tr><td>4</td><td>Video shoot script development</td><td>In line with the finalized lyric, research and recce to develop a visual script to highlight UNDP's diverse work in Bangladesh.</td><td>1 shoot plan</td><td>3 months of signing the contract</td></tr><tr><td>5</td><td>Final production</td><td>One Broadcast quality 4K video (3840 x 2160 or 4096 x 2160), 25FPS, with sound mixed with ambient sound when needed and English subtitles, diagram, graphics, map wherever needed</td><td>Final video song</td><td>5 months of signing the contract</td></tr></table>	Expected Results and Deliverables					SL	Deliverables	Technical specification	Quantity	Required time frame	1	Inception Plan	Submit a clear implementation plan with a time schedule for each activity	1 inception plan	3 Days of signing the contract	2	Lyric development	Research and development of idea/ draft lyric highlighting areas of UNDP's works in Bangladesh	1 lyric	1 month of signing the contract	3	Composition of song	After finalizing lyric, select and assign composer and artist to produce the final song in coordination with the country office communications team	1 composed song	2 months of signing the contract	4	Video shoot script development	In line with the finalized lyric, research and recce to develop a visual script to highlight UNDP's diverse work in Bangladesh.	1 shoot plan	3 months of signing the contract	5	Final production	One Broadcast quality 4K video (3840 x 2160 or 4096 x 2160), 25FPS, with sound mixed with ambient sound when needed and English subtitles, diagram, graphics, map wherever needed	Final video song	5 months of signing the contract
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Person to Supervise the Work/Performance of the Service Provider	<i>The firm will work with the Communications Team of the UNDP Bangladesh Country Office and report directly to the Head of Communications</i>																																			
Frequency of Reporting	<i>As Indicate in the TOR</i>																																			
Progress Reporting Requirements	<i>As Indicate in the TOR</i>																																			
Location of work	<input checked="" type="checkbox"/> Exact Address/es <i>As Indicate in the TOR</i> <input checked="" type="checkbox"/> At Contractor's Location																																			
Expected duration of work	The work will require a duration of 5 months from August to December 2019																																			
Target start date	15 August 2019																																			

Latest completion date	30 December 2019												
Travels Expected	<input checked="" type="checkbox"/> As indicated in the ToR												
Special Security Requirements	<input checked="" type="checkbox"/> Not Required												
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others <i>As indicated in the ToR</i>												
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required												
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required												
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency BDT or USD for international												
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes												
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 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												
Payment Terms	<table border="1"> <thead> <tr> <th>SL</th><th>Deliverables</th><th>Payments (% of Total)</th><th>Payment time frame</th></tr> </thead> <tbody> <tr> <td>1</td><td>Deliverables-01, 02 and 03; Inception Plan, Lyric and composed song</td><td>50 % of the total contract amount shall be paid after successfully submission of deliverables-01 and 02</td><td>1st week of September 2019</td></tr> <tr> <td>2</td><td>Deliverables-04 and 05; Shoot plan and final video</td><td>50% of the total contract amount shall be paid after successfully submission of deliverables-03 and 04</td><td>2nd week of December 2019</td></tr> </tbody> </table>	SL	Deliverables	Payments (% of Total)	Payment time frame	1	Deliverables-01, 02 and 03; Inception Plan, Lyric and composed song	50 % of the total contract amount shall be paid after successfully submission of deliverables-01 and 02	1 st week of September 2019	2	Deliverables-04 and 05; Shoot plan and final video	50% of the total contract amount shall be paid after successfully submission of deliverables-03 and 04	2 nd week of December 2019
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Person(s) to review/inspect/ approve outputs/completed	The firm will report directly to the Head of Communications of the UNDP Bangladesh Country Office.												

services and authorize the disbursement of payment	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract
Criteria for Contract Award	<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 criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Eligibility criteria of the consulting firm:</p> <p>The firm should be able to demonstrate that it has proven expertise and experience to accomplish the assigned tasks. The firm should have sufficient human resources, hardware, software and infrastructure to conduct the assessments and deliver high quality output and results.</p> <p>Minimum Eligibility Criteria for firm</p> <ul style="list-style-type: none"> • Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured • Business Licenses – Registration Papers, Tax Payment Certification, etc, (Trade license, VAT registration/BIN, TIN) • Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; (Last one fiscal year) • The firm should have at least 08 years of experience in public outreach activities, concept development, audio and video production. (Certification of work completion and work order/ Purchase order must submit for the evidence of vendors qualifications). • The firm must have 08 years of experience in producing audio-visual IEC materials. (Relevant evidence must be attached) • The firm must have experience of providing 360 communications support.

	<ul style="list-style-type: none"> • Must have experience of working with UN organizations/INGO/Or any bilateral organizations. • Successful completion of at least five similar assignments producing thematic songs with video with the evidence of Job Completion Certificate/ Work Order/ Purchase Order from competent authority. • 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. <p>Team Composition and Qualifications:</p> <p>All the team members are expected to be Bangladeshi nationals. International team members are also welcome. CVs of the Team leader and key expert members containing their experiences on relevant issues must be submitted with detailed proposal. Beside that the evaluation team is expected to fulfil the following qualifications.</p> <p>Minimum eligibility criteria of the key personnel:</p> <p>(i) Project Manager</p> <ol style="list-style-type: none"> a. Minimum Master's (Any Discipline) from any reputed university. b. The Project Manager must have 10 years of experience in leadership role of managing social communications. c. The team leader must have experience of developing at least 01 communications products for UN organization or any other international development organization. d. Must have at least 01 year of working experience in development sector. <p>(ii) Lyricist</p> <ol style="list-style-type: none"> a. Minimum 10 years of experience as a lyricist. b. Proven track record of developing lyrics for social cause/development issues. <p>(iii) Composer</p> <ol style="list-style-type: none"> a. Minimum graduate degree. (educational requirement might be relaxed for outstanding candidate) b. At least 10 years of experience of composing music professionally.
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c. Proven track record of composing songs for social cause/development issues.

(iv) Director

- a) Minimum graduate degree in arts-related field/ or any discipline
- b) At least 10 years of experience in Audio-Visual direction.
- c) National and international acclaim as a director is a must.
- d) Proven track record as a director of popular songs.

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

CV and portfolio consisting of links to relevant works of the Project Manager, Lyricist, Composer and Creative Director must be attached with the commitment letter.

Technical Proposal (70%)

- ☒ Expertise of the Firm 20 %
- ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30 %
- ☒ Management Structure and Qualification of Key Personnel 20 %

Financial Proposal (30%)

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

The technical proposal will be evaluated based on the following criteria and score breakdown.

Basis of technical Evaluation			
Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	20%	50
2	Proposed methodology, approach, draft lyrics and Workplan	30%	100
3	Relevance of education, previous experience and the expertise of the key team members and portfolios	20%	100
Total		70%	250

Criteria	Max. Points	TOTAL
Technical		
1. P Expertise of Firm / Organization (Form1)		50
Experience in public outreach using song, video documentary, docu drama	20	
Quality of work samples provided including those of similar assignments	20	
Experience on working with UN organization/ Other International development agencies.	10	
2. Proposed methodology, approach, draft lyrics and Workplan (Form 2)		100
Understanding of the deliverables related to the Terms of Reference	20	
Draft Lyrics based on the ToR	50	
Proposed Workplan and risk matrix	30	
3. Relevance of Education, previous experience and the expertise of the key team members (Form3)		100
A. Project Manager:		
i) Education Qualification/ Diversification	5	
ii) Relevant experience in leadership role of managing social communications (Number of years and quality of campaigns)	10	
iii) Quality of communications product developed with UN organisations or any other development organisation	10	
Total	25	
B. Lyricist:		
i) Experience of developing lyrics	10	
ii) Quality of the past lyrics submitted	15	
Total	25	
C. Composer:		
i) Experience as a composer	10	

	ii) Quality of previous compositions	15	
	Total	25	
	D. Director:		
	i) Relevance of educational qualification	5	
	ii) Quality of previous works	10	
	iii) National and International awards	10	
	Total	25	
	GRAND TOTAL		250
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 <i>[Annexure-4]</i> <input checked="" type="checkbox"/> Others Written Declaration Form Annexure-05		
Contact Person for Inquiries (Written inquiries only)	bd.procurement@undp.org Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 29 July 2019. "Queries on RFP-BD-2019-029" 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.		
Other Information <i>[pls. specify]</i>			

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

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

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, 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.

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

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

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

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

D. Cost Breakdown per Deliverable* Price including all Direct and Indirect cost (VAT & TAX) in BDT

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverables-01, 02 and 03; Inception Plan, Lyric and composed song	50 % of the total contract amount shall be paid after successfully submission of deliverables-01 and 02	1st week of September 2019
2	Deliverables-04 and 05; Shoot plan and final video	50% of the total contract amount shall be paid after successfully submission of deliverables-03 and 04	2nd week of December 2019
	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-Project Manager				
b. Expertise 2- Lyricist				
c. Expertise 3- Composer				
d. Expertise 4- Director				
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				
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*[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

Development of Public Outreach theme song for UNDP Bangladesh

ORGANISATIONAL CONTEXT

The United Nations Development Programme (UNDP) partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone. With offices in more than 160 countries and territories, we offer global perspective and local insight to help empower lives and build resilient nations.

UNDP Bangladesh has been a key facilitator in Bangladesh's remarkable development story since it first started operations in 1972. Since then, UNDP has assisted Bangladesh's progression to an ever more dynamic, youthful and resilient emerging economy with distinct promise. UNDP Bangladesh has been a valuable partner throughout this process, acting as an honest broker and catalyst in promoting transformational changes in the lives and livelihoods of the people of Bangladesh.

On the ground in 177 countries and territories, UNDP is the most universal actor in technical development assistance and capacity development. The activity that is facilitated, executed, or encouraged through UNDP's global network generates not only direct development outputs, but also a rich base of collective knowledge. Especially, UNDP's long and diverse country engagement in Bangladesh has generated rich knowledge resources, which are extremely useful to the country's development actors, including the government, academia, civil society, development partners, and the people of Bangladesh.

In consonance with the mandate of reaching out mass people, UNDP Bangladesh seeks the services of an Event Management Agency to develop a theme song to enhance its public outreach program covering the six signature solutions: Poverty, Resilience, Governance, Environment, Energy and Gender.

Implementing Partner of UNDP

The United Nations Development Programme (UNDP) partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone

OBJECTIVES OF THE ASSIGNMENT

To capture the best practices and successes of UNDP in Bangladesh and present that for mass people, it has taken an initiative for promoting the six signature solutions of UNDP. In line with that, a creative/communications agency will be assigned to develop a catchy thematic song highlighting UNDP's work to help Bangladesh achieve the Sustainable Development Goals. The agency will also be responsible for video production of the song in a creative manner, targeting the mass people and to highlight UNDP's diverse works around the country.

SCOPE OF WORK

The theme and song should target the following category of stakeholders but is not limited to them:

- Youth
- Women
- Persons with disabilities
- Ethnic or linguistic minorities; and
- Rural or remote communities.

The theme and song should target the following topics but not be limited to them:

- **Poverty**
- **Resilience**
- **Governance**
- **Energy**
- **Environment**
- **Gender**

This song will be used for outreach and also to raise mass awareness and motivate various stakeholders to work to achieve the Sustainable Development Goals.

- Work with the Country Office Communications Team to develop a thematic song highlighting UNDP's six signature solutions to achieve the SDGs in Bangladesh.
- Through research and interviews, develop draft lyric highlighting UNDP's works around the country. Following approval of the draft lyric carry out composition of the song.
- Responsible for auditions and studio for production.
- **Ensure prominent artist considering the target audiences.**
- Through research and interviews, develop visual script and recce locations and submit storyboard for visual representation of the finalized thematic song. Following approval carry out the production and post-production of the video.
- Submit end products specified below within mentioned deadlines.
- Ability to travel to various locations in Dhaka and outside of Dhaka. UNDP can provide a conformational letter about the purpose of the video but the offeror will be responsible to obtain all necessary permits including use of drones for visual documentation.
- Manage all travel arrangements, accommodation and meals for the production crew while in the field.
- Liaise with project staff and managers on production schedules, filming and location access.
- Ensure pre-production, filming and post productions at the **highest quality**.
- Research and locate human characters according to proposed topics in the lyric. All subjects need to be requested for permission and/or agreement/willingness before filming and visual documentation.
- Undertake all necessary editing and post production work, keeping the communications team for feedback.
- Ensure highest broadcast quality production and filming.
- Ensure delivery of all footages and photos shot during this assignment. All rights of the products will be reserved under UNDP.

PROPOSED METHODOLOGY:

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

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 and portfolios 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

EXPECTED OUTPUTS AND DELIVERABLES

SL	Deliverables	Technical specification	Quantity	Required time frame
1	Inception Plan	Submit a clear implementation plan with a time schedule for each activity	1 inception plan	3 Days of signing the contract
2	Lyric development	Research and development of idea/ draft lyric highlighting areas of UNDP's works in Bangladesh	1 lyric	1 month of signing the contract
3	Composition of song	After finalizing lyric, select and assign composer and artist to produce the final song in coordination with the country office communications team	1 composed song	2 months of signing the contract
4	Video shoot script development	In line with the finalized lyric, research and recce to develop a visual script to highlight UNDP's diverse work in Bangladesh.	1 shoot plan	3 months of signing the contract
5	Final production	One Broadcast quality 4K video (3840 x 2160 or 4096 x 2160), 25FPS, with sound mixed with ambient sound when needed and English subtitles, diagram, graphics, map wherever needed	Final video song	5 months of signing the contract

DELIVERABLES LINKED WITH MILESTONE PAYMENT

SL	Deliverables	Payments (% of Total)	Payment time frame
1	Deliverables-01, 02 and 03; Inception Plan, Lyric and composed song	50 % of the total contract amount shall be paid after successfully submission of deliverables-01 and 02	1 st week of September 2019
2	Deliverables-04 and 05; Shoot plan and final video	50% of the total contract amount shall be paid after successfully submission of deliverables-03 and 04	2 nd week of December 2019

GENERAL CONDITIONS

- The content and other elements of the all deliverables will have to be prepared as required by and to the satisfaction of UNDP.
- UNDP will attribute the name of the lyricist, composer and filmmaker during dissemination whenever possible.
- The firm shall undertake, even after the engagement with UNDP is completed, not to publish such data without the specific approval of UNDP. The firm shall recognize that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings, including films, maps, photograph, and any other materials in any other medium.
- The firm shall exercise the utmost discretion internally and externally in regard to all matters related to this assignment. Confidential information that is known to the firm because of the contract shall not be disclosed to any third party without the prior authorization of UNDP.
- UNDP will reserve all rights including copyright of the videos and photographs. However, UNDP shall give due credit to the lyricist, composer and film maker whenever required and scope is available.

INSTITUTIONAL ARRANGEMENT

The firm will work with the Communications Team of the UNDP Bangladesh Country Office and report directly to the Head of Communications.

DURATION OF THE WORK

The work will require a duration of 5 months from August to December 2019

DUTY STATION

The duty station will be home and field based. Firm also needs to participate in number of meetings at various Project Offices around Bangladesh. For project locations please visit UNDP Bangladesh website:

<http://www.bd.undp.org/content/bangladesh/en/home/projects.html>

The exact locations will be locked after finalizing the draft outlines.

REQUIRED SKILLS, EXPERIENCE AND QUALIFICATION

Minimum Eligibility Criteria for firm

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
- Business Licenses – Registration Papers, Tax Payment Certification, etc, (Trade license, VAT registration/BIN, TIN)
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; (Last one fiscal year)
- The firm should have at least 08 years of experience in public outreach activities, concept development, audio and video production. (Certification of work completion and work order/ Purchase order must submit for the evidence of vendors qualifications).
- The firm must have 08 years of experience in producing audio-visual IEC materials. (Relevant evidence must be attached)
- The firm must have experience of providing 360 communications support.
- Must have experience of working with UN organisations/INGO/Or any bilateral organizations.
- Successful completion of at least five similar assignments producing thematic songs with video with the evidence of Job Completion Certificate/ Work Order/ Purchase Order from competent authority.
- 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.

Team Composition and Qualifications:

All the team members are expected to be Bangladeshi nationals. International team members are also welcome. CVs of the Team leader and key expert members containing their experiences on relevant issues must be submitted with detailed proposal. Beside that the evaluation team is expected to fulfil the following qualifications.

Minimum eligibility criteria of the key personnel:

- (i) **Project Manager**
 - a. Minimum Master's (Any Discipline) from any reputed university.
 - b. The Project Manager must have 10 years of experience in leadership role of managing social communications.
 - c. The team leader must have experience of developing at least 01 communications products for UN organization or any other international development organization.
 - d. Must have at least 01 year of working experience in development sector.

(ii) Lyricist

- a. Minimum 10 years of experience as a lyricist.
- b. Proven track record of developing lyrics for social cause/development issues.

(iii) Composer

- a. Minimum graduate degree. (educational requirement might be relaxed for outstanding candidate)
- b. At least 10 years of experience of composing music professionally.
- c. Proven track record of composing songs for social cause/development issues.

(iv) Director

- a) Minimum graduate degree in arts-related field/ or any discipline
- b) At least 10 years of experience in Audio-Visual direction.
- c) National and international acclaim as a director is a must.
- d) Proven track record as a director of popular songs.

Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposal that not submit /meet above mentioned eligibility criteria will not be considered for further evaluation. CV and portfolio consisting of links to relevant works of the Project Manager, Lyricist, Composer and Creative Director must be attached with the commitment letter.

SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS

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, accommodation and meal costs, DSA, subsistence and ancillary expenses.

UNDP shall effect payments, by bank transfer to the firm's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Payments will be made in tranches based on the milestone deliverables upon submission of invoice and upon certification of the work completed.

TERMS:

The selected contractor will prepare and submit evidence of the completed deliverables to the Head of Communications, UNDP CO.

Payment for services of the contractor will be made upon satisfactory certification by the Head of Communications.

RECOMMENDED PRESENTATION PROPOSAL

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

financial proposals, details of which are listed below.

Technical Proposal

- (i) Firm information – Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
- (ii) Relevant Experience – Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in the field of audio-visual materials/Video Documentary and list of current and past assignments of the firm;
- (iii) Process - The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a draft lyrics based on the ToR, detailed work plan and time schedule for completion/delivery of the final product which, after selection of the contractor, will be agreed upon in consultation with management team in the early stages of the commencement.
- (iv) Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks including planning, designing, directing, writing, shooting and editing, among others.
- (v) Quality assurance – The firm must outline how it will ensure quality at all stages of the project with a particular emphasis on mapping, data collection; data analysis; and reporting. This will be subject to review by Country Officer during project implementation.
- (vi) Risk management – The firm must identify key risks and outline how it will mitigate against them. Particular attention should be paid to how political disruption will be handled, especially Hartals and blockades, local unrest in the city etc.

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

Financial Proposal

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

The Financial Proposal shall specify a total delivery amount (in BDT), including consultancy fees and all associated costs, composition of the documentation crew, number of working days, number of travel days, production cost, all expenses of travel, accommodation and food, and overhead recharges.

In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount disclosing the key assumption employed in costing the working.

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

EVALUATION

In response to the invitation of tender, the contractor will have to submit a Technical proposal as 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, and ultimately therefore, for contracting.

The technical proposal will be evaluated based on the following criteria and score breakdown.

Basis of technical Evaluation			
Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	20%	50
2	Proposed methodology, approach, draft lyrics and Workplan	30%	100
3	Relevance of education, previous experience and the expertise of the key team members and portfolios	20%	100
Total		70%	250

Criteria	Max. Points	TOTAL
<u>Technical</u>		
1. P Expertise of Firm / Organization (Form1)		50
Experience in public outreach using song, video documentary, docu drama	20	
Quality of work samples provided including those of similar assignments	20	
Experience on working with UN organization/ Other International development agencies.	10	
2. Proposed methodology, approach, draft lyrics and Workplan (Form 2)		100
Understanding of the deliverables related to the Terms of Reference	20	
Draft Lyrics based on the ToR	50	
Proposed Workplan and risk matrix	30	
3. Relevance of Education, previous experience and the expertise of the key team members (Form3)		100
E. Project Manager:		
i) Education Qualification/ Diversification	5	
ii) Relevant experience in leadership role of managing social communications (Number of years and quality of campaigns)	10	
iii) Quality of communications product developed with UN organisations or any other development organisation	10	
Total	25	
F. Lyricist:		
i) Experience of developing lyrics	10	

ii) Quality of the past lyrics submitted	15	
Total	25	
G. Composer:		
i) Experience as a composer	10	
ii) Quality of previous compositions	15	
Total	25	
H. Director:		
i) Relevance of educational qualification	5	
ii) Quality of previous works	10	
iii) National and International awards	10	
Total	25	
GRAND TOTAL		250

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 lowest price.

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:

- Responsive/compliant/acceptable with reference to this ToR, and;
- 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.

Under the cumulative analysis scheme, a total score is obtained upon the combination of weighted technical and financial attributes. An offeror's response to the solicitation document is evaluated and points are attributed based on how well the offer meet.

In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. A suggested formula is as follows:

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The financial proposal will be evaluated based on lowest price

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, accommodation, food, report preparation, printing and also the cost of the office premises for themselves.

RESPONSIBILITIES OF THE UNDP REGARDING COST COMPONENT

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

IDENTIFICATION OF RISK AND RISK MITIGATION PLAN

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

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 such contents to check quality of the outputs/deliverables produced by the firm/company.

Clear Understanding: Clear understanding among professionals (Project Manager, Lyricist, Composer and, Director) of the firm/company about this assignment could be one of potential risks. To mitigate this risk, the communications team will organize a briefing session with the selected professionals of the firm/company to clarify the objectives and outputs of this assignment

KEY PERFORMANCE INDICATOR

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

- Milestones achieved as per the plan submitted by the contractor

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment: **Hiring a firm for Development of Public Outreach theme song for UNDP Bangladesh Country Office**

Reference: RFP-BD-2019-029

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,