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## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: April 2, 2014
	REFERENCE: RFP-BD-2014-017

Dear Sir / Madam:

We kindly request you to submit your Proposal for providing consultancy services for  
**Implementation of Human Rights Awareness Campaign  
Through using Pot Song, Gamvira and Drama**

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, April 16, 2014** and to the address below:

**Registry Unit, United Nations Development Programme (UNDP),  
12th floor, IDB Bhaban, Agargaon, Sher-E-Bangla Nagar, Dhaka, Bangladesh**

Your Proposal must be expressed in the English language and valid for a minimum period of 90 days. **The bidders must submit the Technical and Financial proposal in two separate sealed envelopes clearly marked on the envelope either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL" and the 2(two) envelopes shall then be sealed in an outer envelope bearing RFP Reference, Subject, the address of UNDP, Proposer's name and address. It must be taken care that the Technical proposal must not mention any information related to financial proposal, otherwise the submission will be rejected.** In addition to the hard copy of technical proposal, bidder is requested to submit the softcopy of the **technical proposal only in PDF format** in a Compact Disc (CD), and kindly ensure that the file is free from any virus or corrupted files.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

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



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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 4.

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/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Pinak Ranjan Biswas  
Procurement Analyst*

## Description of Requirements

Context of the Requirement	<p>Human rights awareness is lacking amongst the general public. The findings of a Baseline Survey conducted in 2011 on human rights in Bangladesh indicate that less than half of respondents in the household survey had heard the term 'human rights' while a substantial number of those who had heard the term (18.1%) were not able to describe what it means. At the same time, low levels of understanding that the Constitution and other laws include and protect human rights indicate too that all human rights messages will need to draw attention to this. Within this framework, the NHRC has started campaign to raise awareness about human rights.</p> <p>People are only able to claim and protect their rights when they know what human rights are, that they are (mainly) legally enforceable, and when they are aware of what institutions, including the NHRC, exist to assist them when their rights are violated or ignored.</p> <p>As the NHRC is a new institution and considering the general lack of knowledge amongst the general public about human rights, the presentation of songs, drama, theatre pieces can sensitize the target stakeholders at the grassroots level and prompt a debate on human rights issues, the importance of respecting the rights of others and the effects of discriminatory practices. Those events have the potential of reaching a large audience, urban and rural communities.</p>
Implementing Partner of UNDP	Government of Bangladesh
Brief Description of the Required Services <sup>1</sup>	<p><b>Specification for the production of the events</b></p> <p>Under the direct supervision of the UNDP Bangladesh National Human Rights Commission- Capacity Development Project and in close cooperation with the National Human Rights Commission, Bangladesh, the company will produce and perform the following:</p> <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> <li>Under the supervision of the National Project Director, the BNHRC-CDP Project Manager, Advocacy and Communication Analyst and in consultation with the NHRC, produce and perform Pot Song, Drama, and Gamvira on selected human rights issues in the selected 24 districts;</li> </ul>

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

- Responsible to increase the visibility of NHRC and make the term human rights familiar with people living in rural area;
- Assess the knowledge achieved by the targeted audience following the presentation of the performances.

**Expected Outputs/Deliverables:**

- Pot Song, Drama and Gamvira pieces to raise awareness about NHRC;
- Pot Song, Drama and Gamvira pieces to raise awareness on human rights particular in child rights;
- Pot Song, Drama and Gamvira pieces to raise awareness on women rights particularly on domestic;
- Pot Song, Drama and Gamvira pieces about human trafficking and migrant workers;
- Pot Song, Drama and Gamvira pieces about sensitize the targeted groups about discriminatory attitudes and its consequences.
- In total, the group will perform 24 events in 2014 in rural and semi-urban areas in 24 districts of Bangladesh. The total events will be organized outdoor targeting different sections of people including women, children and youth. At least in each event 500 hundred people will attend. The names of the districts are mentioned below:

Dhaka division:	Sylhet division:	Barisal division:	Chittagong division:
1. Dhaka 2. Faridpur 3. Gazipur 4. Gopalganj 5. Jamalpur 6. Kishoreganj 7. Madaripur 8. Manikganj 9. Munshiganj 10. Mymensingh 11. Narayanganj 12. Narsingdi 13. Netrakona 14. Rajbari 15. Shariatpur 16. Sherpur 17. Tangail	18. Habiganj 19. Moulvibazar 20. Sunamganj 21. Sylhet	22. Jhalokhati	23. Chittagong 24. Lakshmipur

	The Pot Song, Drama, Gamvira pieces will be produced in Bangla.
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List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>▪ Work Plan and Time Schedule to Complete the Assignment</li> <li>▪ Developed and produced content for Pot Song, Gamvira and Drama</li> <li>▪ Developed M &amp; E Tool to assess the impact of the training.</li> <li>▪ Conduct Human Rights Awareness Campaign</li> <li>▪ Event Completion Report</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	Project Manager, BNHRC-CD Poject
Frequency of Reporting	<i>As specified in the ToR</i>
Progress Reporting Requirements	<i>As specified in the ToR</i>
Location of work	<i>As specified in the ToR</i>
Expected duration of work	105 days
Target start date	02 May, 2014
Latest completion date	17 August, 2014
Travels Expected	<input checked="" type="checkbox"/> As per the ToR
Special Security Requirements	<input type="checkbox"/> Not applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Transportation <input type="checkbox"/> Others [pls. specify]
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)
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of applicable VAT.
Validity Period of Proposals	

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

(Counting for the last day of submission of quotes)	<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 <sup>3</sup>	<b>Payment Schedule:</b> <b>1st payment: 10%</b> of total contract value will be paid after submission of Work plan and time schedule and final content of campaign and upon acceptance by contract administrator. <b>2nd payment: 30%</b> of total contract value will be paid after submitting related documents of completing the 12 performance in 12 districts with reports and upon acceptance by contract administrator. <b>Final payment: 60%</b> of total contract value will be paid after submitting of related documents of completing another performance and the submission of a final report and upon acceptance by contract administrator.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<b>Project Manager, BNHRC-CD Project</b>
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Contract for Institutional Services <input checked="" type="checkbox"/> Contract for Professional Services
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 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	<b>Evaluation and comparison of proposals:</b> Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:  <b>Minimum Eligibility Criteria for the firm:</b> <ul style="list-style-type: none"> <li>▪ Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;</li> <li>▪ Business Licenses – Registration Papers, Tax Payment</li> </ul>

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

	<p>Certification, etc.</p> <ul style="list-style-type: none"> <li>▪ The vendor must have at least 3 years' experience in implementing similar program at community level /national level;</li> <li>▪ Track Report- <ul style="list-style-type: none"> <li>○ The vendor must attach at least two similar assignment with national/international/ UN agencies/ government bodies;</li> </ul> </li> <li>▪ Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provided to substantiate the local presence)</li> <li>▪ Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;</li> <li>▪ CVs of the key personnel must be submitted covering education, production, training and performance experience and indicating whether the person full time/ part time/ hire to accomplish the services. Written commitment letters of the professional will be also included the proposal.</li> <li>▪ 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. (Annex 3)</li> </ul> <p><b><u>Minimum qualification and experience required for the Team leader</u></b></p> <p><b><i>Education:</i></b> Bachelor degree in Arts or Social Science or other relevant field</p> <p><b><i>Experience:</i></b></p> <ul style="list-style-type: none"> <li>▪ At least three years of experience in conducting human rights awareness campaign at community level;</li> <li>▪ The team leader should have hands-on experience in performing at least three campaign in the required areas</li> </ul> <p><b><u>Minimum qualification and experience required for the Team members</u></b></p> <p><b><i>Qualifications</i></b></p> <p><b><i>Education:</i></b> At least higher secondary and have fair understanding on human rights issues with commitment letter</p> <p><b><i>Experience:</i></b></p> <ul style="list-style-type: none"> <li>▪ At least three years of experience in conducting human rights awareness campaign at national and community level;</li> </ul>
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**Note: All Proposers must submit necessary documentations to substantiate above eligibility criteria/qualifications. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process".**

Technical Proposal (70%)

- ☒ Background experience/ Expertise of Firm
- ☒ Adequacy and comprehensiveness of the proposal (concept, approach, work plan)
- ☒ Qualifications and competence of the key staff for the Assignment

**BASIS OF TECHNICAL EVALUATION**

Criteria	Weight	Max. Points
<u>Technical</u>		
<b>Background experience/ Expertise of Firm</b>		
Organizational expertise in conducting human rights awareness trainings		200
<b>Adequacy and comprehensiveness of the proposal (concept, approach, work plan)</b>	700	
Realistic Work plan/Activity schedule		50
Adequacy of methodology		50
Outline of the manual		200
<b>Qualifications and competence of the key staff for the Assignment</b>		200
Financial	300	300
<u>Total</u>	1000	

**Financial Proposal (30%)**

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

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g.,



	30%) =Total Combined and Final Rating of the Proposal
	The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others <sup>6</sup> [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>7</sup>	Mohammad Asgar Ali ,Procurement Cluster, UNDP bd.procurement@undp.org <b>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 08 April, 2014 by 3:00 PM.</b> <b>"Queries on RFP-BD-2014-017"</b> 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.
<b>Other Information</b>	<ul style="list-style-type: none"> <li>A pre-proposal meeting will be held on <b>08 April, 2014 at 12:00 PM</b> in UNDP Bangladesh Country Office, IDB Bhaban, Agargaon, Dhaka.</li> </ul>

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

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

<sup>6</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>7</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



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## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>8</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>9</sup>)*

[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:*

#### **Minimum Eligibility Criteria for the firm:**

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- The vendor must have at least 3 years' experience in implementing similar program at community level /national level;
- Track Report-
  - The vendor must have at least two similar delivery with national/international/ UN agencies/ government bodies;
- Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence)
- Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;
- CVs of the key personnel must be submitted covering education, production, training and performance experience and indicating whether the person full time/ part time/ hire to accomplish the services. Written commitment letters of the professional will be also included the proposal.
- 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.(Annex 3)

<sup>8</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>9</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



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### **Minimum qualification and experience required for the Team leader**

**Education:** Bachelor degree in Arts or Social Science or other relevant field

**Experience:**

- At least three years of experience in conducting human rights awareness campaign at community level;
- The team leader should have hands-on experience in performing at least three campaign in the required areas

### **Minimum qualification and experience required for the Team members**

**Qualifications**

**Education:** At least higher secondary and have fair understanding on human rights issues with commitment letter

**Experience:**

- At least three years of experience in conducting human rights awareness campaign at national and community level;

**Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process".**

### **B. Management structure and 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.*

### **C. 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.*

### **Cost Breakdown per Deliverable\***

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

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

**D. Cost Breakdown by Cost Component:**

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

**Note:**

1. The above one is a suggested template for submitting Financial Offer. However, the proposers may submit the Financial Proposal based on their own consideration regarding the all cost components to accomplish the entire task of the TOR.
2. UNDP will not pay more than the UN DSA rate of Bangladesh (Dhaka DSA for March is USD117)
3. UNDP prefers most economic direct route for travel.

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



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## Annex-3

# Declaration

Date:

**United Nations Development Programme**

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

**Assignment:**

**Reference:**

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,

### Check Sheet for Documents Establishing the Eligibility and Qualifications of the Proposer

S/L	Minimum Eligibility Criteria of the firm	Yes	No
1	▪ Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;		
2	▪ Business Licenses – Registration Papers, Tax Payment Certification, etc.		
3	▪ The vendor must have at least 3 years' experience in implementing similar program at community level /national level;		
	▪ Track Report-		
4	○ The vendor must have at least two similar delivery with national/international/ UN agencies/ government bodies;		
5	▪ Any International Company interested to participate in the bidding, must have presence in Bangladesh (legal documents to be provide to substantiate the presence)		
6	▪ Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;		
7	▪ CVs of the key personnel must be submitted covering education, production, training and performance experience and indicating whether the person full time/ part time/ hire to accomplish the services. Written commitment letters of the professional will be also included the proposal.		
8	▪ 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.(Annex 3)		
	<b><u>Minimum qualification and experience required for the Team leader</u></b>		
9	<b><i>Education:</i></b> Bachelor degree in Arts or Social Science or other relevant field		
	<b><i>Experience:</i></b>		
10	▪ At least three years of experience in conducting human rights awareness campaign at community level;		
11	▪ The team leader should have hands-on experience in performing at least three campaign in the required areas		
	<b><u>Minimum qualification and experience required for the Team members</u></b>		
	<b><i>Qualifications</i></b>		
12	<b><i>Education:</i></b> At least higher secondary and have fair understanding on human rights issues with commitment letter		
	<b><i>Experience:</i></b>		
13	▪ At least three years of experience in conducting human rights awareness campaign at national and community level;		



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## Annex 4

### ***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





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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.



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## **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.



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## **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:

**13.2.2.1a** 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.



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- 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.



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## 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



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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.



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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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

## **TERMS OF REFERENCE**

### **FOR CONTRACT COMPANY: TO IMPLEMENTE HUMAN RIGHTS AWARENESS CAMAPAIGN THROUGH USING POT SONG, GAMVIRA AND DRAMA**

<b>A. Project Title:</b>
<b>Bangladesh National Human Rights Commission – Capacity Development Project</b>
<b>B. Description of the Assignment:</b>
<p>This ToR outlines the human rights awareness campaign the National Human Rights Commission (NHRC), Bangladesh intends to conduct to raise awareness on human rights issues in the country.</p> <p>The National Human Rights Commission of Bangladesh (NHRC) was formally established in December 2008 with the appointment of three Commissioners, with the current Commission comprising a total of seven members, each serving three-year terms. In accordance with its official mandate, the NHRC serves as the major national human rights watchdog, monitoring implementation of state obligations to respect and protect the rights of every single member of society. The institution is charged with addressing specific human rights complaints through investigation, mediation and conciliation, and where necessary, through constitutional litigation, and more broadly through raising public awareness. It also has a vital role to play in ensuring consistency of laws and policies with international standards.</p> <p>In response to the Commission’s need for foundational support, on 6 May 2010 a project document was signed between development partners and the NHRC and the Government of Bangladesh to commence a five-year capacity development project. The Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP) was created to support the establishment and growth of the Commission into a strong institution capable of fulfilling its statutory mandate. The project’s overall goal is to improve the promotion and protection of human rights for all, particularly disadvantaged and vulnerable groups such as women, disabled persons, ethnic minorities, and children, through the institutional development of the NHRC.</p> <p>The commission has drafted its 5 years strategic plan and has identified Human Rights Promotion, Education and Awareness Raising as one of the three major areas where the commission would like to concentrate its effort in the coming years. The commission aims to develop a human rights culture throughout the country.</p> <p>The pursuit of human rights promotes the freedom, dignity and worth of every person. When human rights are made real, the poor can participate in decisions affecting their lives; the absence of such rights is a defining characteristic of human poverty. The Constitution of Bangladesh provides for the protection of human rights of all citizens. The rights to life, to liberty, to equality and non-discrimination, and to be treated in accordance with law, are the fundamental human rights principles enumerated in the Constitution, as are a range of civil, political, social and cultural rights.</p>



In addition to these national guarantees, Bangladesh has ratified eight of nine core international human rights treaties, and has adopted several Optional Protocols (OPs) related to discrimination against women (CEDAW) and rights of the child (CRC).

However, human rights awareness is lacking amongst the general public. The findings of a Baseline Survey conducted in 2011 on human rights in Bangladesh indicate that less than half of respondents in the household survey had heard the term ‘human rights’ while a substantial number of those who had heard the term (18.1%) were not able to describe what it means. At the same time, low levels of understanding that the Constitution and other laws include and protect human rights indicate too that all human rights messages will need to draw attention to this. Within this framework, the NHRC has started campaign to raise awareness about human rights.

People are only able to claim and protect their rights when they know what human rights are, that they are (mainly) legally enforceable, and when they are aware of what institutions, including the NHRC, exist to assist them when their rights are violated or ignored.

As the NHRC is a new institution and considering the general lack of knowledge amongst the general public about human rights, the presentation of songs, drama, theatre pieces can sensitize the target stakeholders at the grassroots level and prompt a debate on human rights issues, the importance of respecting the rights of others and the effects of discriminatory practices. Those events have the potential of reaching a large audience, urban and rural communities.

#### **Objectives of the events**

- To raise awareness on National Human Rights Commission, Bangladesh
- To raise awareness on about human rights, in particular of child rights
- To raise awareness on women’s rights, in particular of women rights
- To raise awareness on human trafficking and migrant workers
- To sensitize the targeted groups about discriminatory attitudes and its consequences.

#### **C. Project Description:**

The National Human Rights Commission (NHRC) is an independent human rights institution with the sole responsibility of promoting and protecting human rights. On 1 December 2008, the National Human Rights Commission of Bangladesh was formally established with the appointment of the Chairman and two other Commissioners following an ordinance titled ‘National Human Rights Commission Ordinance 2007’. Subsequent to the promulgation of the National Human Rights Commission Act in July 2009 and upon retirement of the then Chairman, the Commission was reconstituted on 23 June 2010. The NHRC is now composed of seven Commissioners.

In accordance with its official mandate, the NHRC is to serve as the major national human rights watchdog, monitoring implementation of state obligations to respect and protect the rights of every single member of society. NHRC mandates include: to publicize human rights literacy among various sections of society and to promote awareness of the safeguards available for the protection of those through publications and other available means.

On 06<sup>th</sup> May 2010 a Project Document was signed between development partners, NHRC and GoB to commence a 5 year capacity development project to support establishment and growth of the NHRC into a strong institution capable to fulfill its statutory mandate.

The development objective of the project is consistent with UNDAF Outcome 1:  
*Improved promotion and protection of human rights in Bangladesh with a conducive environment for Human Development and realization of the Millennium Development Goals*

The Project purpose is:

*To improve the promotion and protection of human rights of all particularly for disadvantaged and vulnerable groups, such as women, disabled, ethnic minorities and children through institutional capacity development of the National Human Rights Commission*

The Project Document under **Outcome 3** highlights a specific output as that:

*Public awareness of NHRC's existence, mandate and structure improved as well as public awareness of human rights issues targeted by the NHRC*

#### **D. Scope of Work**

##### **Specification for the production of the events**

Under the direct supervision of the UNDP Bangladesh National Human Rights Commission-Capacity Development Project and in close cooperation with the National Human Rights Commission, Bangladesh, the company will produce and perform the following:

##### **Duties and Responsibilities:**

- Under the supervision of the National Project Director, the BNHRC-CDP Project Manager, Advocacy and Communication Analyst and in consultation with the NHRC, produce and perform *Pot Song*, Drama, and *Gamvira* on selected human rights issues in the selected 24 districts;
- Responsible to increase the visibility of NHRC and make the term human rights familiar with people living in rural area;
- Assess the knowledge achieved by the targeted audience following the presentation of the performances.

##### **Expected Outputs/Deliverables:**

- *Pot Song*, Drama and *Gamvira* pieces to raise awareness about NHRC;
- *Pot Song*, Drama and *Gamvira* pieces to raise awareness on human rights particular in child rights;
- *Pot Song*, Drama and *Gamvira* pieces to raise awareness on women rights particularly on domestic;
- *Pot Song*, Drama and *Gamvira* pieces about human trafficking and migrant workers;
- *Pot Song*, Drama and *Gamvira* pieces about sensitize the targeted groups about discriminatory attitudes and its consequences.

In total, the group will perform 24 events in 2014 in rural and semi-urban areas in 24 districts of Bangladesh. The total events will be organized outdoor targeting different sections of people including women, children and youth. At least in each event 500 hundred people will attend. The names of the districts are mentioned below:

Dhaka division:	Sylhet division:	Barisal division:	Chittagong division:
25. Dhaka 26. Faridpur 27. Gazipur 28. Gopalganj 29. Jamalpur 30. Kishoreganj 31. Madaripur 32. Manikganj 33. Munshiganj 34. Mymensingh 35. Narayanganj 36. Narsingdi 37. Netrakona 38. Rajbari 39. Shariatpur 40. Sherpur 41. Tangail	42. Habiganj 43. Moulvibazar 44. Sunamganj 45. Sylhet	46. Jhalokhati	47. Chittagong 48. Lakshmipur

The *Pot Song*, Drama, Gamvira pieces will be produced in Bangla.

E. Expected Outputs	Timeline (from date of contract signing)
Work Plan and Time Schedule to Complete the Assignment	By end of week-1
Developed and produced content for Pot Song, <i>Gamvira</i> and Drama Developed M & E Tool to assess the impact of the training.	By end of week-3
Conduct Human Rights Awareness Campaign	By end of week 13
Event Completion Report	By end of week 15
Total	15 weeks
F. Impact of Results	
This human rights awareness campaign will help to increase level of awareness and education on human rights issues particularly on NHRC, child labor, domestic violence, human trafficking and migration and social discriminations.	
G. Institutional Arrangement	
The contracted firm will report to the Project Manager, Bangladesh National Human Rights Commission Capacity Development Project who will also carry out a performance evaluation at the end of the assignment. Further, the work of the firm will be coordinated by the BNHRC-CDP in close cooperation with	

NHRC and others members of the project.
<b>H. Duration of the Work and Duty Station</b>
<p>The duration of the assignment will be a maximum three and half months.</p> <p>The principal working location (duty station) will be field level, the vendor will be having meetings at the project and NHRC offices as the requirements of the assignment (for planning and sharing, etc.)</p>
<b>I. Final Products/Services</b>
<ul style="list-style-type: none"> <li>• 24 human rights awareness campaigns implemented at 24 districts.</li> <li>• DVD on Pot Song, Drama and Gamvira 50 Copies with Plastic Cover and Design</li> <li>• At least 240 high quality photographs (each event at 10) will album;</li> <li>• M&amp; E Tools to assess the impact of the training and at least 10 Success Stories (project will provide necessary guidance to write the story)</li> <li>• Completion Report summarizing tools and methodologies applied, lessons learnt, and recommendations relevant to the formulation/execution of the longer term initiative.</li> </ul>
<b>J. Qualification of the successful contractor</b>
<p>Minimum eligibility criteria mentioned above</p> <p><b>Competencies :</b> <b>General</b></p> <ul style="list-style-type: none"> <li>• The team leader should have excellent knowledge about human rights issues.</li> <li>• Excellent organizational and time management skills</li> <li>• Ability to perform tasks under pressure.</li> <li>• Excellent content development skill with the proven ability for different audiences.</li> <li>• Excellent communication and interpersonal skills and presentation skills</li> <li>• The team leader should have hands-on experience in developing content for campaign and conducting campaign</li> <li>• Have experience to monitor and evaluate the progress and impact of the awareness campaign</li> <li>• Have good documentation skills</li> </ul> <p><b>Specific</b> The team leader must have a professional experience:</p> <ul style="list-style-type: none"> <li>• Developing content on rights issues ;</li> <li>• Performing experience;</li> <li>• Developing M&amp;E tools;</li> <li>• Working with National institutions/organizations and/or UN organizations.</li> <li>• Knowledge of human rights women and child rights issues, human trafficking and social discrimination. Experience working on human rights awareness campaign will consider as strong asset.</li> <li>• The team leader should be fluent in Bangla and English;</li> </ul>

### ***Corporate Competencies***

- Demonstrates commitment to UNDP's mission, vision and values.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability

### ***Functional Competencies***

- Focuses on result for the client
- Ability to perform work of confidential nature and handle a large volume of work
- Ability to learn and adapt quickly
- Remains calm, in control and good humored even under pressure
- Demonstrates openness to change
- Responds positively to feedback and differing points of view
- Consistently approaches work with energy and a positive, constructive attitude

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## **K. Scope of Bid Price and Schedule of Payment**

Remuneration of the successful contractor will be fixed and bids should be submitted on this basis. No adjustment will be given for the period and determined by the specified outputs as per this ToR. The price should take into account all human resource costs and professional fees, travel costs, DSA, content development and printing, DVD, Photograph, Reporting, subsistence and ancillary expenses.

UNDP shall effect payments, by bank transfer to the consultancy firm's bank account, upon acceptance by UNDP of the deliverables specified in the ToR. Payments will be made in tranches based on the following percentages and milestones.

- **1<sup>st</sup> Payment:** 10% of total contract value will be paid after submission of Work plan and time schedule and final content of campaign ;
- **2<sup>nd</sup> Payment:** 30% of total contract value will be paid after completing the 12 performance in 12 districts with reports;
- **3<sup>rd</sup> Payment:** 60% of total contract value will be paid after completing another performance and the submission of a final report.

Terms:

- The selected contractor will prepare and submit the work plans for approval and report progresses to the Project Manager, BNHRC-CDP.
- Payment for services of the contractor will be made upon satisfactory certification by the Project Manager, BNHRC-CDP.

## **L. Recommended Presentation of Proposal**

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

### **1. Technical Proposal**

- (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 journalism training particularly in governance and human rights issues , and list of current and past assignments of the Firm; should elaborate functional relation with print and electronic media based in Dhaka.
- (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 detailed work plan and time schedule for completion/delivery of the final product , after selection of the contractor, will be agreed upon by the Project in consultation with the NHRC.
- (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 i.e. education and training, performance experience in conducting campaign and development of content and reporting, among others.
- (v) Tools and Methodologies and Outline of the Module - The Technical Proposal must detail tools and methodologies and outline of the module that will be used to ensure the delivery.

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

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

- (i) The Financial Proposal shall specify a total delivery amount (in BDT) including fees for content development, 24 events conduction cost, travel, DSA, subsistence per diem for team leader and performers, printing, photographs and reporting and all associated cost

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

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.

Bid Price:

Pre-programme cost:

- Development and Print of Campaign Materials for Pot Song, Gavira and Drama;
- Orientation/Training/Rehearsal sessions to develop content and preparing for performance;
- Printing Cost(Survey Questions, Banner, Stage Decoration, Dress and other related matters)
- Communication cost at local level for organizing the events

**Cost During Program:**

- Programme cost for 24 events at local level including DSA, Travel, Per diem for team leaders and performers group, Logistic, Invitation, Photography, Sound System, Publicity and other related cost.

**Post Program Cost:**

1. Event Completion Report with achievements, impact, lessons learnt and way forward
  2. 50 DVD of the performance
  3. 240 Photographs of the event in an album
- 

**M. Evaluation**

In response to the RFP 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) in the technical proposal will be considered for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.

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:

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

**BASIS FOR EVALUATION**

Mentioned above

**N. Responsibilities of the Contractor regarding cost component**

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

**O.**

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

**P. Identification of Risk and Risk Mitigation Plan**

Some risks have been identified by the project which may affect the delivery of the outputs as



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stipulated in this ToR. The project has identified a few mitigation options to address those identified risks described below:

- Timely delivery of planned outputs: Due to political situation and others factors, the contracted company may not be able to produce outputs as per the plan. To mitigate such risk, weekly progress review and planning meeting will be held between two parties to explore the ways and strategy for producing the outputs in time.
- Quality of the outputs: It is a common risk and challenge to ensure quality of outputs/deliverables up to an expected level. The project and NHRC can closely monitor the content and performance to ensure the quality of the service.
- Clear understanding: Clear understanding among the consultants about this assignment could be one of the potential risks. To mitigate this risk, project will organize a briefing session with the selected consultants' team to clarify the objective and outputs of this assignment.

#### **Q. Key Performance Indicator**

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

- 100% accuracy in revised and updated documents. Firm have to do the tasks to ensure error free.
- Milestones achieved as per the plan submitted by the contractor
- Weekly progress report submitted by the contractor and approved by project manager and respective staff of the project.