

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: September 17, 2014
	REFERENCE: RFP-BD-2014-052

Dear Sir / Madam:

We kindly request you to submit your Proposal for the **PRODUCTION OF 30-35 SECONDS TV-COMMERCIAL (TVC) ABOUT THE BENEFIT OF USING ENERGY EFFICIENT STAR LABEL PRODUCTS supported by Barrier Removal to the Cost-effective Development and Implementation of Energy Efficiency Standards and Labelling (BRESL) project of Bangladesh Standards and Testing Institution (BSTI).**

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

Proposals may be submitted on or before **3.00 PM (Bangladesh time) on 02 October 2014 (Thursday)** and to the address below:

**Registry, UNDP Bangladesh
12th floor, IDB Bhaban, Agargaon, Sher-E-Bangla Nagar, Dhaka-1207, 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.

A pre-proposal meeting will be held to share details of the assignment on **11.00 AM, 24 September 2014 (Wednesday)** at UNDP Bangladesh Country Office, 12th Floor, IDB Bhaban, Agargaon, Dhaka-1207, Bangladesh.

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.

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.

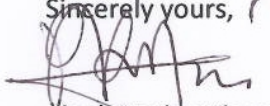
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures 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, 

Pinak Ranjan Biswas
Procurement Analyst
September 17, 2014

Description of Requirements

Context of the Requirement	Please see the detailed ToR attached hereto as Annex 5							
Implementing Partner of UNDP	Bangladesh Standards and Testing Institution (BSTI), Ministry of Industries (Mol)							
Brief Description of the Required Services ¹	<p>One of the initiatives supported by the BRESL project is the production of 30-35 seconds TV Commercial based on the benefit of Energy Standards & Labeling (ES&L). Produced TV Commercial will be aired in popular television channels as well as is to be utilized in the trainings/ workshops/meetings for mass awareness campaign. Also, this will be used in BRESL project’s awareness campaigns in general crowded area like markets, schools, colleges & universities etc.</p> <p>The prime objective of the TV commercial will be broadcasting through national and popular private TV channels such as: Bangladesh Television & i) Channel I ii) Ekattor TV iii) Samoy TV iv) NTV & v) ATN news.</p> <p>30-35 seconds TV Commercial (TVC) should reflect the gist of the benefits of Energy Standards & Labeling which must be easily understood by general public as :</p> <p>(i) Electricity saving by showing comparative electricity bills of two neighbors (Flat or normal house owners) dialogue by Professional Models highlighting Personal & National benefit with Mega Watt(MW) saving.</p> <p>(ii) Global warming which is the consequence of using non-EE product as GLS (incandescent bulb) Fan, AC & Refrigerator in domestic, commercial, filling Station & industrial sector. Climate change example are to put as season change, Increases temperature etc. as a result of GHG emission (through dialogue).</p> <p>The BRESL project has funds intended for this production and CO-UNDP therefore seeks the services by hiring a qualified firm to research and produce the TVC.</p> <p><i>For more details please see the detailed ToR attached hereto as Annex 5</i></p>							
List and Description of Expected Outputs to be Delivered	<p>The TV-Commercial of 30-35 seconds duration on Mass Awareness and benefit of using Energy Efficient star label BRESL products.</p> <table><tr><th>Deliverables</th><th>Timeline</th></tr><tr><td>Pre-production (Idea development, scripting/storyboard in Bangla, feedback taking, finalizing/approving etc.)</td><td>Within 14 days of contract signing</td></tr><tr><td>Production (Planning, designing, approving, selection of renowned performers.</td><td>Within 20 days after completing pre-</td></tr></table>		Deliverables	Timeline	Pre-production (Idea development, scripting/storyboard in Bangla, feedback taking, finalizing/approving etc.)	Within 14 days of contract signing	Production (Planning, designing, approving, selection of renowned performers.	Within 20 days after completing pre-
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¹ 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.

	shooting/filming on location)	production work
	Post production (Music, graphics/animation, subtitle, final editing following feedback etc.)	Within 16 days after completion of production
	Submission of Final deliverables with user's manual and videos in the form described below (Section- I).	Within 10 days after final production of the video.
	Total	60 days
<i>For more details please see the detailed ToR attached hereto as Annex 5</i>		
Person to Supervise the Work/Performance of the Service Provider	<p>The hired firm/ Companies will work closely with Programme Analyst - Environment, CCED Cluster (Focal Point of BRESL at CO-UNDP) and Project Manager (PM) of BRESL Project. PM will provide local insights and necessary technical and procedural inputs. The firms/Companies will be coordinated by Project Management Unit (PMU) and CCED Cluster, UNDP- CO.</p> <p>The works will be guided and reviewed by the Project Manager with Project Management Unit and Counter Part Experts of BSTI consulted with National Project Director, having close support from the CCED Cluster of UNDP.</p>	
Frequency of Reporting	<i>Please see the detailed ToR attached hereto as Annex 5</i>	
Progress Reporting Requirements	<i>Please see the detailed ToR attached hereto as Annex 5</i>	
Location of work	<i>Please see the detailed ToR attached hereto as Annex 5</i>	
Expected duration of work	60 days (2 months)	
Target start date	1 st Week of October 2014	
Latest completion date	End of November 2014	
Travels Expected	<i>Please see the detailed ToR attached hereto as Annex 5</i>	
Special Security Requirements	<i>Not Applicable</i>	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<i>Please see the detailed ToR attached hereto as Annex 5</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 (Bangladeshi Taka)
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input 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 ³	Payments to the successful contractor will be made according to following terms: <ul style="list-style-type: none"> ▪ <u>1st Payment</u>: 20% of total contract value will be paid after submitting the Story Line (1st Draft) & work schedule by the vendor. ▪ <u>2nd Payment</u>: 25% of total contract value will be paid after approving the Final Story Line ▪ <u>3rd Payment</u>: 30% of the total contract value will be paid after satisfactory completion of filming/shooting. ▪ <u>Final Payment</u>: 25% of total contract value will be paid on completion and satisfactory delivery of all video materials in the DVD/mini DVD format. <i>Condition for Payment Release:</i> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Analyst – Environment, CCED Cluster, UNDP Bangladesh
Type of Contract to be Signed	<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

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

³ 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>the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
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><u>Minimum Eligibility Criteria for the firm:</u></p> <ul style="list-style-type: none"> ▪ Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; ▪ Valid Business Licenses – Registration Papers, Tax Payment Certification, etc. ▪ At least 5 years of relevant experience in the broadcast quality audio-visual production (TVC, Video Documentaries, and Docu-drama etc.) both in production and postproduction with exposure to public awareness. ▪ Experience in successful completion of minimum 2 similar assignment within last two years (The firm must submit the copies of the assignments) ▪ 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) <p><u>Minimum Eligibility Criteria for Proposed Team:</u></p> <p>Excellent technical capacities of the proposed Team to ensure smooth and high quality production including-</p> <ul style="list-style-type: none"> ▪ The Team leader must have minimum five (5) years of relevant experience. ▪ The Script Writer must have minimum 5 (five) years of experience in writing scripts for TV spots/ video documentaries/docu-drama ▪ The lead cameraman must have at least five (5) year experience in operating broadcast standard video camera equipment. ▪ The Video Editor must have minimum 5 (five) years of experience in video editing for producing at least five TV spots/video documentaries/docu-drama <p><i>**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.</i></p> <p><u>Evaluation of the Proposal:</u></p> <p>Prior to the technical evaluation all proposals will be screened based on the minimum required qualification criteria mentioned above:</p> <p>The eligible proposals will be evaluated based on the following methodology:</p> <p>Cumulative analysis: The proposals will be evaluated through Cumulative Analysis method. When using the weighted scoring method, the award of the contract will be made to the proposer whose offer has been evaluated and determined as:</p>

- a) Responsive/compliant/acceptable, and
b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

1. Technical Evaluation – 70% (Maximum points obtainable – 70)

2. Financial Evaluation – 30% (Maximum points obtainable – 30)

***Only Proposals obtaining a minimum of 70% marks i.e. 49 points in the Technical evaluation would be considered for Financial evaluation.*

Technical Evaluation - 70% (Maximum point obtainable – 70)

SL	Technical Evaluation criteria		Max points
1	Background experience/ Expertise of firm		15
	1.1 Overall experience in producing audio-visual materials for government/ semi-government/ autonomous/commercial organizations	8	
	1.2 Specific skills of producing audio-visual materials for campaign or outreach related activities.	7	
2	Proposed Methodology & Work Plan		30
	2.1 Clear understanding of the assigned task as Story Line	15	
	2.2 Proposed implementation timelines	15	
3	Qualifications and competence of the proposed personnel for the assignment		25
	3.1 Team Leader's overall experience and expertise	15	
	3.2 Team members overall experience and expertise	10	
	TOTAL:		70

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Financial Evaluation – 30% (Maximum points obtainable – 30)

Financial proposals from all technically qualified candidates will be scored out 30 marks based on the formula provided below. The maximum marks (30) will be assigned to the lowest financial proposal. All other proposals will receive points according to the following formula:

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

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 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 ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Document checklist & Self-Declaration template (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4)⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁶	<p><i>Mostaq Ahmed</i> <i>Procurement Assistant</i> bd.procurement@undp.org</p> <p><i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 3.00PM, 24 September 2014</i> <i>"Queries on RFP-BD-2014-052"</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	A pre-proposal conference will be held 11.00 AM, 24 September 2014 (Wednesday) at UNDP Bangladesh Country Office, 12th Floor, IDB Bhaban, Agargaon, Dhaka-1207, Bangladesh.

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

⁵ 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.

⁶ 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[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;
- Valid Business Licenses – Registration Papers, Tax Payment Certification, etc.
- At least 5 years of relevant experience in the broadcast quality audio-visual production (TVC, Video Documentaries, and Docu-drama etc.) both in production and postproduction with exposure to public awareness.
- Experience in successful completion of minimum 2 similar assignment within last two years (The firm must submit the copies of the assignments)
- 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)

Minimum Eligibility Criteria for Proposed Team:

Excellent technical capacities of the proposed Team to ensure smooth and high quality production including-

- The **Team leader** must have minimum five (5) years of relevant experience.
- The **Script Writer** must have minimum 5 (five) years of experience in writing scripts for TV spots/ video documentaries/docu-drama
- The **lead cameraman** must have at least five (5) year experience in operating broadcast standard video camera equipment.
- The **Video Editor** must have minimum 5 (five) years of experience in video editing for producing at least five TV spots/video documentaries/docu-drama

****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.**

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

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

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

Financial Proposal Submission template

D. Cost Breakdown per Deliverable*

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

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				

1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

****Note:**

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.

Document Check sheet & Self-Declaration template

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

A. Documents as a proof of Minimum Eligibility Criteria of the firm:		Yes	No
A1	Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;		
A2	Copy of Valid Business Licenses – Registration Papers, Tax Payment Certification, etc.		
A3	Documents to substantiate At least 5 years of relevant experience in the broadcast quality audio-visual production (TVC, Video Documentaries, and Docu-drama etc.) both in production and postproduction with exposure to public awareness.		
A4	Experience in successful completion of minimum 2 similar assignment within last two years (The firm must submit the copies of the assignments)		
A5	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)		
Documents as a proof of Minimum Eligibility Criteria of the proposed Team:			
B1	Signed CV of the Proposed Team Leader		
B2	Signed CV of the Script Writer		
B3	Signed CV of the lead cameraman		
B4	Signed CV of the Video Editor		
C	Brief description with general specification of the equipment's proposed to be used for the production (owned or hired) should be included.		

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,

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

PRODUCTION OF 30-35 SECONDS TV-COMMERCIAL ABOUT THE BENEFIT OF USING ENERGY EFFICIENT STAR LABEL BRESL PRODUCTS

A. Project Title:
Barrier Removal to the Cost-effective Development and Implementation of Energy Efficiency Standards & Labeling (BRESL)
B. Description of the Assignment
<p>One of the initiatives supported by the BRESL project is the production of 30-35 seconds TV Commercial based on the benefit of ES&L. TV Commercial is to be utilized in the training/ workshop/meeting for mass awareness campaign as well as in general crowded area like market, school, college & university auditorium etc.</p> <p>The prime objective of TV commercial will be broadcasting through national and popular private TV channel as: Bangladesh Television & i) Channel I ii) Ekattor TV iii) Samoy TV iv) NTV & v) ATN news.</p> <p>30-35 seconds TV Commercial(TVC) should reflect the gist of the benefit of Energy Standards & Labeling which must be easily understood by general public as :</p> <ul style="list-style-type: none"> (i) Electricity saving by showing comparative electricity bills of two neighbors (Flat or normal house owners) dialogue by <u>Professional Models</u> highlighting Personal & National benefit with Mega Watt(MW) saving. (ii) Global warming which is the consequence of using non-EE product as GLS (incandescent bulb) Fan, AC & Refrigerator in domestic, commercial, filling Station & industrial sector. Climate change example are to put as season change, Increases temperature etc. as a result of GHG emission (through dialogue). <p>The BRESL project has funds intended for this production and CO-UNDP therefore seeks the services by hiring a qualified firm to research and produce the TVC.</p>
C. Project Description:
<p>Energy use of electrical appliances and equipment accounts for a significant percentage of total energy consumption. So the demand is continuously growing for major Electrical Appliances as:</p> <ul style="list-style-type: none"> • Room-Air-conditioners • Refrigerators • Electric motors • Electric fans • Ballasts for FTLs • Compact Fluorescent Lamp (CFL) <p>(These products are called as BRESL products.)</p> <p>The BRESL project is expected to rapidly accelerate the adoption and implementation of Energy</p>

Standards and labeling (ES&L) in Asia, and in so doing bringing about energy savings out of the use of energy efficient appliances/equipment. The project will also facilitate harmonization of test procedures, standards and labels among developing countries in Asia, where appropriate. The project is expected to cost-effectively deliver an average of 10% reduction in total residential and commercial energy use in partner countries at the time of peak impact by the year 2030, thereby ensuring more environmentally sustainable and economically efficient development. BRESL will facilitate the transformation of the manufacture and sale of energy-consuming appliances and equipment through:

1. A regional initiative in Asia, with provision for general information, tools and training to all interested developing countries in the region plus customized efforts, all with a focus on regional cooperation.
2. National technical assistance to 6 developing countries in Asia

BRESL is a UNDP-GEF regional project with participation of 6 countries – Bangladesh, China, Indonesia, Pakistan, Thailand and Vietnam. The project will develop energy performance standards and labeling for energy equipments with the aim of improving energy efficiency in the country and also assist in regional harmonization of the standards. Improvement in efficiency will result in energy savings, Green House Gas emission reduction, in the overall consumption of the country and thus contribute positively in reducing the acute energy crisis in the power sector of the country. The specific objectives of this project are

1. To Standardize & Labeling of 6 Energy Efficient (EE) electrical appliances & equipment.
2. To Raise awareness about the use of energy efficient products at:
 - a) Residential b) Commercial & c) Industrial sectors.
3. To Assist Manufacturers in production of targeted energy efficient appliances and equipment.
4. To build capacity of the personnel involved in the production of those products & equipment.
5. To reduce Green House Gas (GHG) emission.

D. Scope of Work

The productions should be shot out by standard HD Camera. The successful firm/s will produce the following, in DV/Mini DV (pal standard) and DVD (multi region) as master copy:

30-35 seconds TV-Commercial

The development of STORY LINE for Energy Saving sequences starting from 10-15 years back (using non-energy efficient electrical appliances) to present situation of using star label product.

Event should be portrayed in chronological order as follows:

- Previous condition of use pattern of non-EE bulb, Fan, AC, Motor, Refrigerator of EE products present condition of availability in the country.
- Edit raw videos recordings and integrate historical images (if needed) to produce a video with the messages outlined above. This will require the firm to:
 - Identify crucial information segments
 - Stabilize the recordings and running pace to portray intended messages with clarity
 - Provide an overriding narrative (or stringing voice) in Bangla with subtitles in English.
 - Provide Logos of all relevant Institutions.
 - Provide proper music with video materials.
 - Digital Recording, Production & Mastering facilities as appropriate.
 - Ensure quality recording that can be accessed, processed and manipulated individually to produce the desired results.

<ul style="list-style-type: none"> • Ensure quality production, mixing, mastering as appropriate. • Ensure quality studio instruments as appropriate • Prepare printed transcripts of the narratives of the videos outlining the story line in Bangla & subtitle in English. • Consult with the Communication Team of UNDP CO. <ul style="list-style-type: none"> ▪ The selected firm/s will be required to obtain any copyright clearance that may be necessary for usage of logo of institutions. ▪ Target Audience: The general public of Bangladesh. ▪ Extensive travel may be required to conduct shooting in Dhaka and some other parts of Bangladesh for the Lot. <p><i>Note: The contents of the TVC should be non- partisan and with focus on promoting Energy Efficient (EE) products with simple language.</i></p>	
E. Expected Outputs (Deliverables)	
The TV-Commercial of 30-35 seconds duration on Mass Awareness and benefit of using Energy Efficient star label BRESL products.	
Deliverables	Timeline
Pre-production (Idea development, scripting/storyboard in Bangla, feedback taking, finalizing/approving etc.)	Within 14 days of contract signing
Production (Planning, designing, approving, selection of renowned performers, shooting/filming on location)	Within 20 days after completing pre-production work
Post production (Music, graphics/animation, subtitle, final editing following feedback etc.)	Within 16 days after completion of production
Submission of Final deliverables with user's manual and videos in the form described below (Section- I).	Within 10 days after final production of the video.
Total	60 days
F. Impact of TVC	
<ul style="list-style-type: none"> ▪ Social Impact – End users will be benefited by reducing normal electricity bill as well as the life time of EE electrical appliances. ▪ National impacts – Overall energy saves by reducing MW/hr/year and contributes to the digital Bangladesh plan 2021. 	
G. Institutional Arrangement	
<p>The hired firm/ Companies will work closely with Programme Analyst - Environment, CCED Cluster (Focal Point of BRESL at CO-UNDP) and Project Manager of BRESL Project. He (PM) will provide local insights and necessary technical and procedural inputs. The firms/Companies will be coordinated by Project Management Unit (PMU) and CCED Cluster, UNDP- CO.</p> <p>The works will be guided and reviewed by the Project Manager with Project Management Unit and Counter Part Experts of BSTI consulted with National Project Director, having close support from the CCED Cluster.</p>	
H. Duration of the Work and Duty Station	
<p>Duration of the assignment will be 2 months (60 days) approximately from the date of contract signing. The final products should be ready no later than last week of October, 2014.</p> <p>Duty Station – BRESL Project office at BSTI, 116/1, Tejgaon I/A, Dhaka-1208 and UNDP CO, IDB, Bhaban</p>	

(18 floor), Sher-e-Bangla Nagar, Agargaon, Dhaka-1207.

I. Final Products/Services

Described in the Expected Output section above in addition:

Awarded companies/firms will provide the following items and services:

- Complete TVC with all incorporated feedback provided by UNDP in Mini-DV/DV cassettes as Master Copy.
- On DVD (PAL format and multi-region) with proper cover and print on DVD.
- 30 (Thirty) copies on printed DVD with printed cover.
- All raw footages on DV Cassette.
- Background music and voiceover in separate files.
- Provided the technical user's manual to be submitted for easy demonstration of TVC as per TV channel requirement.

Note: The companies/firms will arrange their own transport to produce and deliver the products to an agreed venue.

J. Qualification of the Successful Contractor

Minimum required qualification of the Firm:

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Valid Business Licenses – Registration Papers, Tax Payment Certification, etc.
- At least 5 years of relevant experience in the broadcast quality audio-visual production (TVC, Video Documentaries, and Docu-drama etc.) both in production and postproduction with exposure to public awareness.
- Experience in successful completion of minimum 2 similar assignment within last two years (The firm must submit the copies of the assignments)
- 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)

Minimum required qualification for the proposed Team:

Excellent technical capacities of the proposed Team to ensure smooth and high quality production including-

- The **Team leader** must have minimum five (5) years of relevant experience.
- The **Script Writer** must have minimum 5 (five) years of experience in writing scripts for TV spots/ video documentaries/docu-drama
- The **lead cameraman** must have at least five (5) year experience in operating broadcast standard video camera equipment.
- The **Video Editor** must have minimum 5 (five) years of experience in video editing for producing at least five TV spots/video documentaries/docu-drama

Note: Brief description with general specification of the equipment's proposed to be used for the production (owned or hired) should be included.

K. Schedule of Payments

Payments to the successful contractor will be made according to following terms:

- 1st Payment: 20% of total contract value will be paid after submitting the Story Line (1st Draft) & work schedule by the vendor.
- 2nd Payment: 30% of total contract value will be paid after approving the Final Story Line
- 3rd Payment: 30% of the total contract value will be paid after satisfactory completion of filming/shooting.
- Final Payment: 20% of total contract value will be paid on completion and satisfactory delivery of all video materials in the DVD/mini DVD format.

L. Evaluation of the Proposal

Prior to the technical evaluation all proposals will be screened based on the minimum required qualification criteria mentioned above:

The eligible proposals will be evaluated based on the following methodology:

Cumulative analysis: The proposals will be evaluated through Cumulative Analysis method. When using the weighted scoring method, the award of the contract will be made to the proposer whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

1. Technical Evaluation – 70% (Maximum point obtainable – 70)

2. Financial Evaluation – 30% (Maximum point obtainable – 30)

*****Only Proposals obtaining a minimum of 70% marks i.e. 49 points in the Technical evaluation would be considered for Financial evaluation***

1. Technical Evaluation

No.	Technical Evaluation criteria		Max points
1	Background experience/ Expertise of firm		15
	1.1 Overall experience in producing audio-visual materials for government/ semi-government/ autonomous/commercial organizations	8	
	1.2 Specific skills of producing audio-visual materials for campaign or outreach related activities.	7	
2	Proposed Methodology & Work Plan		30
	2.1 Clear understanding of the assigned task as Story Line	15	
	2.2 Proposed implementation timelines	15	
3	Qualifications and competence of the proposed personnel for the assignment		25
	3.1 Team Leader's overall experience and expertise	15	
	3.2 Team members overall experience and expertise	10	
	TOTAL:		70

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

2. Financial Evaluation (Total 30 marks)

Financial proposals from all technically qualified candidates will be scored out 30 marks based on the formula provided below. The maximum marks (30) will be assigned to the lowest financial proposal. All other proposals will receive points according to the following formula:

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

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