

## PROCUREMENT NOTICE

United Nations Development Programme (UNDP) Nepal works with the People and Government of Nepal, and other development partners to pursue equitable and sustainable human development goals through eradication of poverty, increase in livelihood opportunities, improvement in community resilience against conflict, disasters and impact of climate change, while laying down strong foundation of a society based on rule of law with an inclusive and participatory democracy.

The UNDP Nepal is soliciting proposals/bids from interested firms/companies to provide the following goods/services.



### **Bulletin 1**

**Reference No.:** Request for Proposal - UNDP/RFP/023/2014

**Project:** UNDP/MEDEP

**Purpose:** Annual Evaluation of District Performance of BDSPO and DMEGA

**Deadline for bid submission:** 28 October 2014

**Weblink:** <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>

### **Bulletin 2**

**Reference No.:** Request for Proposal - UNDP/RFP/024/2014

**Project:** UNDP/ESP

**Purpose:** To Develop and Broadcast TV Programmes on Civic and Voter Education

**Deadline for bid submission:** 22 October 2014

**Weblink:** <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>

### **Bulletin 3**

**Reference No.:** Request for Proposal - UNDP/RFP/025/2014

**Project:** UNDP/ESP

**Purpose:** To Develop and Broadcast Radio Programmes on Voter Education

**Deadline for bid submission:** 22 October 2014

**Weblink:** <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>

### **Bulletin 4**

**Reference No.:** Request for Quotation - UNDP/RFQ/092/2014

**Project:** UNDP and Projects

**Purpose:** Supply and Delivery of Motorcycles

**Deadline for bid submission:** 20 October 2014

**Weblink:** <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>

### **Bulletin 5**

**Reference No.:** Request for Quotation - UNDP/RFQ/093/2014

**Project:** Electoral Support Project (ESP)

**Purpose:** Interior Design Works of Electoral Education and Information Centre (EEIC) in Pokhara and Dhangadi

**Deadline for bid submission:** 22 October 2014

**Weblink:** <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>

**Who can apply:** National and International firms/companies

**How to apply:** As per the instructions in the detailed bidding document.



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: <b>October 7, 2014</b>
	REFERENCE: <b>UNDP/RFP/024/2014</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal **To Develop and Broadcast TV Programmes on Civic and Voter Education**. The detailed Terms of Reference is attached as Annex 4

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

Proposals may be submitted on or before **Wednesday, October 22, 2014** via courier mail to the address below:

**Deputy Country Director  
United Nations Development Programme  
UN House, Pulchowk  
Lalitpur, Nepal**

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

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

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

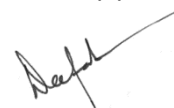
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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



Deepak Shrestha  
*Procurement Analyst, Procurement Unit*  
UNDP Nepal

### Description of Requirements

Context of the Requirement	<i>To conceptualize and produce TV programme on Civic and voter education themes and also broadcast the programme through TV channels.</i>
Implementing Partner of UNDP	Electoral Support Project (ESP)
Brief Description of the Required Services <sup>1</sup>	<p>The service provider will accomplish the following assignments under the overall guidance of the CTA and under the direct supervision of the Civic and Voter Education Officer. The contractor is also expected to undertake the following tasks in close consultation with the concerned officials of the ECN.</p> <ul style="list-style-type: none"> <li>• Development of script for 6 episodes of TV programmes</li> <li>• The TV programmes should be magazine format which consist of theme background, expert interview, Vox pop with local communities and Electoral Quiz</li> <li>• Each episode should be 25 mins</li> <li>• Production of 6 TV programmes and broadcast through NTV and KTV</li> <li>• The TV programme should broadcast after 9 to 10 PM</li> <li>• The script and the produced programmes should be approved by the Project before the programme is broadcast</li> <li>• Produce signature tune for the programme</li> <li>• It should be broadcast weekly basis</li> <li>• Should provide the monitoring and evaluation mechanism</li> <li>• Should provide the list of experts for the TV programmes</li> <li>• Should provide the broadcasting certificates</li> <li>• Submit the completion report including detailed episode wise report</li> </ul>
List and Description of Expected Outputs to be Delivered	<p>The overall objective of the assignment is to inform and educate the public on the electoral process through TV programmes with the following deliverables:</p> <ul style="list-style-type: none"> <li>• Detailed work plan with Monitoring and Evaluation framework.</li> <li>• Final concept note and script of 6 episodes of TV programmes</li> <li>• Production of 6 episodes and broadcasting through NTV and KTV</li> <li>• Provided final signature tune for TV programme.</li> <li>• Copy of the broadcasted episodes in DVD and broadcasting certificates of all 6 episodes from Nepal Television and Kantipur Television</li> <li>• Comprehensive project completion report including episode wise summary report</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	CTA and Civic and Voter Education Officer
Frequency of Reporting	<i>as needed</i>

<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.

Progress Reporting Requirements	
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> <b>At Contractor's Location</b>
Expected duration of work	<b>6 weeks</b>
Target start date	<b>1 November 2014</b>
Latest completion date	<b>15 December 2014</b>
Travels Expected	<b>Not applicable</b>
Special Security Requirements (Not applicable)	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> <b>Local Currency</b>
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> <b>must be inclusive of VAT and other applicable indirect taxes</b> <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> <b>90 days</b> <input type="checkbox"/> 120 days  <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> <b>Not permitted</b> <input type="checkbox"/> Permitted

<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.

Payment Terms <sup>3</sup>	Outputs	Percentage	Timing	Condition for Payment Release
	Upon submission of work plan, script for the first three programmes and time schedule of the broadcasting for NTV & KTV and broadcasting three episodes	70%	November Fourth Week, 2014	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.
	Upon completion of the production and broadcasting remaining 3 episodes and submssion of completion report, soft copies of all TV programmes, completion report including detail episode wise report and broadcasting certificates	30%	December Third Week, 2014	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	ESP – Programme Manager			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <sup>4</sup> <input type="checkbox"/> Other Type of Contract			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>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.</b>			
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (70% of 1000 points)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm (30%) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (50%)			

<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.

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

	<input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <b>(20%)</b>  <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input type="checkbox"/> Others <sup>7</sup> [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	Sushma Murray, Procurment Assistant Procurement Unit, UNDP Nepal Registry.np@undp.org  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer.  The outer envelope shall be  Addressed to:  <b>Deputy Country Director</b> <b>United Nations Development Programme</b> <b>UN House, Pulchowk</b> <b>Lalitpur, Nepal</b>  Marked with:  <b>"UNDP/RFP/024/2014 - TV Programme on Civic and Voter Education"</b>

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

<sup>6</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>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</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.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</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 7/29/2013 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses –(min 5 yrs) Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement(2 years) – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics and a work plan, 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.*

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

*[Designation]*

*[Date]*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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



## Financial Proposal Form

**(To be submitted in an envelope separate from the technical proposal)**

### D. Cost Breakdown per Deliverable\*

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Upon submission of work plan, script for the first three programmes and time schedule of the broadcasting for NTV & KTV and broadcasting three episodes	70%	
2	Upon completion of the production and broadcasting remaining 3 episodes and submission of completion report, soft copies of all TV programmes, completion report including detail episode wise report and broadcasting certificates	30%	
	<b>Total</b>	<b>100%</b>	

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

### Cost Breakdown by Cost Component

SN	Activities	Unit	Rate	No. of Days	Total NPR
<b>A</b>	<b>Key Human Resources</b>				
	Team Leader				
	Producer				
	Director				
	Script writer				
	Anchors				
	Editor				
	Camera person				
	<b>Sub Total A</b>				
<b>B</b>	<b>TV Programme on Civic and Voter Education</b>				
1	Pre-production cost				
	Concept Development/script				
2	Production cost				
	Recording				
	Broadcasting cost				
3	Post production cost				
	Monitoring and Reporting cost				
	<b>Sub Total B</b>				
<b>C</b>	<b>Total (A+B)</b>				
<b>D</b>	<b>Vat 13%</b>				
	<b>Grand Total (C+D)</b>				

*N. B. Administrative and other associated costs, if any, should be built into the professional service charges.*

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

*[Designation], [Date]*

***General Terms and Conditions for Services*****1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of

acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
    - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
- 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**
- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the

Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably

under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

**20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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



such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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

## Terms of Reference For TV Programmes on Civic and Voter Education

I. Position Information
<p><b>Title: Civic and Voter Education Through TV Programmes</b></p> <p>Report to: Chief Technical Advisor (CTA)/Project Manager through Civic and Voter Education Officer</p> <p>Duration of Assignment: November 1 - December 31, 2014</p>
II. Background Information
<p>Following the success of the Constituent Assembly (CA) election in 2008, the UNDP-Nepal launched an Electoral Support Project (ESP) in August 2008 to provide technical assistance to the Election Commission of Nepal (ECN) for the inter-elections period (2008-2016). The ESP support aims at building sustainable and enduring institutional and professional capacity of the ECN, of its secretariat and its district offices that could be easily and effectively used in future elections. The ESP consists of two phases. Phase I (2008-2012) focused exclusively on long-term electoral capacity building. Phase II (2012- 2016) focuses on capacity building of the ECN officials and operational support for future electoral cycles.</p> <p>The ECN successfully conducted CA election 2013 with highest participation of voters. Although the CA elections were a milestone in terms of voter participation, the level of invalid votes did not decrease significantly as compared to the 2008 CA elections.</p> <p>After the CA election 2013, ECN and ESP conducted an assessment on civic and voter education programme. The assessment shows that there is still a need of continuous civic and voter education programme. However, continuing civic and voter programme is worth to educate and make aware women, youth, first time voters and other vulnerable and marginalized groups on the importance of election, and the process. Such civic and voter programme also contributes to increase the voter's participation in the election and minimize the invalid votes. Taking into consideration of upcoming elections or even local elections, it is felt necessary to continue educating voters on the civic and voter education focusing on their rights and responsibilities including information about electoral process and system.</p> <p>The ECN has therefore planned TV programme to enhance people' knowledge and understanding of the electoral process and their voting rights and responsibilities. According to the VE assessment report and other sources, the TV programme was effective in educating and making people aware on the voter education during the CA elections 2013.</p> <p>The UNDP Electoral Support Project is supporting ECN in the implementation of TV programme. The UNDP-ESP is therefore seeking a service provider to conceptualize and produce TV programme on civic and voter education themes and also broadcast the programme through TV channels.</p>

<b>III. Objective of the Assignment:</b>
The overall objective of the assignment is to inform and educate the public on the electoral process through TV programmes
<b>IV. Scope of Work and Expected Results/Deliverables/Final Products Expected</b>
<p><b>Scope of work:</b></p> <p>The service provider will accomplish the following assignments under the overall guidance of the CTA and under the direct supervision of the Civic and Voter Education Officer. The contractor is also expected to undertake the following tasks in close consultation with the concerned officials of the ECN.</p> <ol style="list-style-type: none"> <li>1. Development of script <ul style="list-style-type: none"> <li>• Develop script for 6 episodes of TV programme.</li> <li>• It should be in magazine format. The format should consist of the following four sections i.e <ul style="list-style-type: none"> <li>- Theme background, objective and analysis research</li> <li>- Expert interview</li> <li>- Vox pop of local communities</li> <li>- Electoral Quiz</li> </ul> </li> <li>• Each episode will consist of 25 mins.</li> <li>• ECN/ESP will provide the script theme.</li> </ul> </li> <li>2. Production of TV programme <ul style="list-style-type: none"> <li>• Produce TV programme targeting more on women, youth, disabled, and marginalized communities.</li> <li>• Develop the programme on weekly basis.</li> <li>• Develop signature tune of TV programme.</li> <li>• Invite subject matter experts for discussion/interaction and consult with the ECN/ESP while inviting the experts.</li> <li>• Get approval of the programme from ECN/ESP.</li> </ul> </li> <li>3. Broadcasting of TV programme <ul style="list-style-type: none"> <li>• Broadcast the programme on weekly basis in prime time (in the evening priority time after 9 PM)</li> <li>• Broadcast TV programmes through State Owned Nepal Television and Kantipur Television channel.</li> <li>• Select an anchor, preferably female, for TV programme (in consultation with ECN/ESP)</li> <li>• Submit time schedule of TV programme for broadcasting.</li> </ul> </li> <li>4. Coverage <ul style="list-style-type: none"> <li>• The coverage of the TV programme should be 75 districts, as far as possible.</li> <li>• The TV programme should reach to maximum audience and target groups.</li> </ul> </li> <li>5. Quality assurance <ul style="list-style-type: none"> <li>• Provide monitoring and evaluation mechanism to ensure the quality service.</li> <li>• Provide the original broadcasting certificates of all episodes.</li> </ul> </li> </ol> <p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>• Detailed work plan with Monitoring and Evaluation framework.</li> <li>• Final concept note and script of 6 episodes of TV programmes</li> <li>• Production of 6 episodes and broadcasting through NTV and KTV</li> <li>• Provided final signature tune for TV programme.</li> <li>• Copy of the broadcasted episodes in DVD and broadcasting certificates of all 6 episodes from Nepal Television and Kantipur Television</li> <li>• Comprehensive project completion report including episode wise summary report</li> </ul>

Selection Criteria	
<p>Experience: (Organization experience)</p>	<ul style="list-style-type: none"> <li>• The organization should have a minimum of 5 years of experience in developing TV Programmes including script development and broadcasting through various TV channels</li> <li>• The organization should have a minimum of 5 years of working experience with national TV channels</li> <li>• The organization should have a minimum of 3 proven experiences of producing and disseminating TV for different organization (evidenced by documentation).</li> <li>• Valid constitution of the agency which should have clear provision of production and dissemination of TV programs.</li> <li>• Should have experience of similar kind of projects (Election and Governance issues)</li> </ul>
<p>Qualification and experience of the resource persons</p> <p>Key Human resources</p> <ul style="list-style-type: none"> <li>• Team Leader</li> <li>• Producer</li> <li>• Director</li> <li>• Script writer</li> <li>• Anchors</li> <li>• Editor</li> <li>• Camera person</li> </ul>	<ul style="list-style-type: none"> <li>• The Team Leader should have Master's Degree in with at least 5 years of relevant work experience or Bachelor Degree with 7 years of relevant working experience</li> <li>• The Production Chief should have a Master's Degree with 5 years of similar work experience; or a Bachelor Degree with a minimum of 7 years of relevant work experience.</li> <li>• The director should have a Bachelor Degree with a minimum of 7 years of experience in TV Programmes</li> <li>• The Script Writers should have developed a minimum of 10 scripts for TV Programmes (evidenced by documentation)</li> <li>• The Editor should have a minimum of 5 years relevant working experience.</li> <li>• The Anchor should have a minimum of 5 years relevant working experience.</li> <li>• The Camera person should have minimum of 7 years relevant working experience</li> </ul>
<p>Documentation Requirements:</p>	<ul style="list-style-type: none"> <li>• Should provide organization profile and reference letter of proven experience from 5 different organizations.</li> <li>• Documentation demonstrating the use of diverse resource persons required for the TV programme productions.</li> <li>• Should provide the at least one copy of all TV programs produced in the past.</li> <li>• Proven photocopies of experience/reference letters.</li> <li>• Should provide the CVs of all crew members who will be involved in the TV programme production (CV of Team Leader, Producer, Director, Script Writer, Anchors, Editor and Camera Person)</li> <li>• The organization must have: <ul style="list-style-type: none"> <li>○ High-definition video camera (Professional HDV).</li> <li>○ Audio/visual recording equipment/studio</li> <li>○ Editing equipment.</li> </ul> </li> </ul>

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	50%	500
3.	Management Structure and Key Personnel	20%	200
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
1.1	Reputation of Organization and Staff (Competence / Reliability)	5
1.2	Litigation and Arbitration history	5
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/organization, strength of project management support e.g. project financing capacity and project management controls)	50
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	40
1.5	Quality assurance procedures, warranty	50
1.6	Relevance of: Specialized Knowledge Experience on Similar Programme / Projects Experience on Projects networks in the regions Work for UNDP/ major multilateral/ or bilateral programmes	150
		<b>300</b>

Technical Proposal Evaluation Form 2		Points Obtainable
2.1	To what degree does the Offeror understand the task?	40
2.2	Have the important aspects of the task been addressed in sufficient detail?	30
2.3	Are the different components of the project adequately weighted relative to one another?	30
2.4	Is there evidence that the proposal been prepared based on an in-depth understanding and prior knowledge of the project environment?	60
2.5	Is the conceptual framework adopted appropriate for the task?	80
2.6	Is the scope of task well defined and does it correspond to the TOR?	130
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	130
		<b>500</b>

Technical Proposal Evaluation Form 3			Points Obtainable
3.1	Team Leader	Sub-Score	40
	Master's degree with 5 year experience or Bachelor degree with 7 years' experience	15	
	Professional Experience in the area of specialization 10 year	15	
	More than 10 years' experience	10	
		<b>40</b>	
3.2	Producer	Sub-Score	40
	Master's degree with 5 year experience or Bachelor degree with 7 years' experience	15	
	Professional Experience in the area of specialization 10 year	15	
	More than 10 years' experience	10	
		<b>40</b>	
3.3	Director	Sub-Score	40
	Bachelor degree with 7 year experience	15	
	Professional Experience in the area of specialization 10 year	15	
	More than 10 yrs experience	10	
		<b>40</b>	
3.4	Script Writer	Sub-Score	20
	Bachelor degree with 5 years of experience	5	
	The Script Writers should have proven ability to write script in English/Nepali and have developed a minimum of 10 scripts for TV Programmes	10	
	Experience on more than 10 scripts	5	
		<b>30</b>	
3.5	Anchor	Sub-Score	20
	General Qualification		
	5 years working experiences as Anchors/Narrator	5	
	10 years experiences as Anchors/Narrator	5	
	More than 10 years experiences	10	
		<b>20</b>	
3.6	Editor	Sub-Score	20
	General Qualification		
	- 5 years' experience in editing audio/visual	10	
	- Professional Experience in the area of specialization more than 10 year	10	
		<b>20</b>	
3.7	Camera person	Sub-Score	20
	General Qualification		
	- Professional Experience years	10	
	- Professional Experience in the area of specialization more than 10 years	10	
		<b>20</b>	
	Total Form 3		200
	<b>Grand Total (Form 1+2+3)</b>		<b>1000</b>