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Resilient nations.

REQUEST FOR PROPOSAL (RFP-BD-2015-016)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Production of Result Based Documentary on Human Rights Issues on Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP)**

Proposals shall be submitted on or before 04:30 pm. (local time) on Thursday, June 11, 2015

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

Proposals may be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link:

<https://etendering.partneragencies.org>; using your username and password. If you have not registered in the system before, you can register now by logging in using

Username: event.guest

Password: why2change

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

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

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

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (with file name less than 60 characters) in pdf format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.

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

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

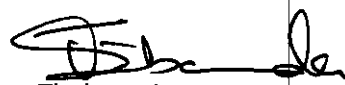
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Thokozani Murape
Head of Procurement
May 28, 2015

Description of Requirements

Context of the Requirement	As per enclosed TOR	
Implementing Partner of UNDP	Poverty Reduction Cluster	
Brief Description of the Required Services ¹	As per enclosed TOR	
List and Description of Expected Outputs to be Delivered	<p>Phase-1: Pre-production (Review outlines, Idea Development, Finalizing the script/storyboard in Bangla, feedback taking, finalizing/approving etc.)</p> <p>Phase-2: Production (Planning, designing, approving, selection of the shooting locations and shooting/filming & Post Production (Sound mixing, editing, graphics/animation, subtitle, final editing following feedback etc.) and Review and necessary accommodation</p> <p>Phase-3: Final submission of the Video Documentary (getting feedback on evaluation copy, final sound-mixing/editing and subtitle in English. During final editing, all suggestions/modifications will be made)</p>	
Person to Supervise the Work/Performance of the Service Provider	Project Manager and Advocacy & Communication Analyst, NHRC-UNDP Bangladesh	
Frequency of Reporting	As indicated in the TOR	
Progress Reporting Requirements	As indicated in the TOR	
Location of work	As indicated in the TOR	
Expected duration of work	The assignment should be completed within a period of maximum two (02) months (60 days).	
Target start date	June 2015	
Latest completion date	Within 02 months of commencement	
Travels Expected	As indicated in the TOR	
Special Security Requirements	<input checked="" type="checkbox"/> Not applicable	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	As indicated in the TOR	
Implementation Schedule indicating	<input checked="" type="checkbox"/> Required	

¹A 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.

breakdown and timing of activities/sub-activities	<input type="checkbox"/> Not Required	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency: Bangladesh Taka (BDT) <input type="checkbox"/> Euro	
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes	
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 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 <input type="checkbox"/> Permitted	
Payment Terms ³	1st Payment: 20% of total contract value will be paid on after submission of work plan. 2nd Payment: 20% of total contract value will be paid after satisfactory completion of the phase-2: Pre-production (Review outlines, Idea Development, Finalizing the script/storyboard in Bangla, feedback taking, finalizing/approving etc.) and Post Production (Sound mixing, editing, graphics/animation, subtitle, final editing following feedback etc.) and Review and necessary accommodation Final Payment: 60% of the total contract value will be paid after satisfactory completion of the Phase-3: Final Submission.	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, NHRC-UNDP Bangladesh	
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract	

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

³UNDP 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.

Criteria for Contract Award	<p><input type="checkbox"/> Lowest Price Quote among technically responsive offers</p> <p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p>Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below.</p> <p><u>Minimum Eligibility Criteria of the firm:</u></p> <ul style="list-style-type: none"> • Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations. • Business Licenses – Registration Papers, Tax Payment Certification, etc. • The firm must have 5 years' experience in similar kind of services. • Track Record - the firm must have experience in producing at least 12 Video Documentaries/ TV Spots/ Docu-drama for national/international/UN and donor agencies; • Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; • 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 of key personnel:</u></p> <ul style="list-style-type: none"> • Team leader must have minimum 5 years' experience in leading the firm in producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Director must have minimum 5 years' experience in directing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Script Writer must have minimum 5 years' experience in writing scripts for Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Cameraman must have minimum 5 years' experience in working as a cameraman for producing Video Documentary/ TV Spots/ Film/ Drama for national/international/UN and other donor agencies • Video Editor must have minimum 5 years' Working experience as a video editor for producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies. <p>Must submit the signed curriculum vitae (CV) of the key professional of each area of production/making indicating whether a person is full time/ part time/ freelance/ hired for particular assignment. Written commitment letter</p>

of key professionals are also to be submitted with the proposal.

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

Technical Proposal (70%)

To qualify in the technical evaluation a proposal must score minimum 70% (or 490) of the total obtainable score of 700. Obtained score will be expressed in percentage as follows,

(total score obtained by the offer / Max. obtainable score for technical evaluation) x 100

☒ **Expertise of the Firm**

Technical Proposal Evaluation (Form 1)		Points obtainable
Overall experience and qualifications of the firm		
1.1	Experience in developing and producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	15
1.2	Specific experience in developing and producing Video Documentaries for national/international/UN and other donor agencies	15
Total		30

☒ **Qualifications and competence of the proposed personnel for the assignment**

Technical Proposal Evaluation (Form 2)		Points Obtainable
Key Personnel		
2.1 Overall experience and qualifications of the Team Leader		
	Experience in leading the firm in producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	5
2.2 Director		
	Experience in directing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	10
2.3 Script Writer		
	Experience in writing scripts for Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	5
2.4 Cameraman		

	Experience in working as a cameraman for producing Video Documentary/ TV Spots/ Film/ Drama for national/international/UN and other donor agencies		5
	2.5 Video Editor		
	Working experience as a video editor for producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies		5
	Total		30
	<input checked="" type="checkbox"/> Technical Strength / Experience of the Company		
	Technical Proposal Evaluation (Form 3)	Points Obtainable	
	Proposed methodology and work plan		
	3.1 Proposed Work Plan		5
	3.2 Approach to each assignment		5
	Total		10
	Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received as follows, (Lowest priced offer / Price of the offer being reviewed) X 100 Total combined score: (Percentage obtained on technical proposal X 70%) + (Percentage obtained on financial proposal X 30%) = Total combined and final percentage obtained		
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 ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4)⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 5) <input type="checkbox"/> Others		

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.

<p>Contact Person for Inquiries (Written inquiries only)⁶</p>	<p>UNDP Procurement Cluster, UNDP Bangladesh bd.procurement@undp.org</p> <p>If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID bd.procurement@undp.org within 3 June by 12.00 pm. <u>"Attn. BD Procurement – RFP for Production of Result Based Documentary on Human Rights Issues on Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP)"</u></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>
<p>Other Information / Pre-Proposal Meeting</p>	<p>A pre-proposal meeting will be held on 2 June 2015 at 02:00 pm at UNDP Bangladesh, IDB Bhaban, 12th Floor, Procurement Meeting Room Agargaon, Dhaka, Bangladesh.</p> <p>* For attention: The Financial Proposal and the Technical Proposal files <u>MUST BE SEPARATE</u> and uploaded <u>SEPARATELY</u>.</p>

⁶This 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 (Minimum Eligibility Criteria)

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:

- | |
|---|
| <ul style="list-style-type: none"> a) <i>Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations</i> b) <i>Business Licenses – Registration Papers, Tax Payment Certification, etc.</i> c) <i>The firm must have minimum 5 years' experience in similar kind of services;</i> d) <i>Track Record – The bidder must have in producing at least 12 Video Documentaries/ TV Spots/ Docu-drama for national/international/UN and donor agencies;</i> e) <i>Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;</i> f) <i>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 (attached).</i> |
|---|

Minimum Eligibility Criteria for key personnel:

- | |
|--|
| <ul style="list-style-type: none"> • Team Leader: must have minimum 5 years' experience in leading the firm in producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Director must have minimum 5 years' experience in directing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Script Writer must have minimum 5 years' experience in writing scripts for Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Cameraman must have minimum 5 years' experience in working as a cameraman for producing Video Documentary/ TV Spots/ Film/ Drama for national/international/UN and other donor agencies • Video Editor must have minimum 5 years' Working experience as a video editor for producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies |
|--|

B. Proposed Methodology for the Completion of Services

⁷This 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

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.*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	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 an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Team Leader				
2. Services from other team members				
a. Expertise 1				
b. Etc.				
II. Out of Pocket Expenses				
1. Travel Costs (of Experts)				
2. Daily Allowance (of Experts)				
3. Communication				
4. Others				
III. Other Related Costs				
1. Local Travel for Participants				
2. Venue Costs				
3. Reproduction & Printing				
4. Others				
TOTAL Amount in USD				

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

Declaration

Date:

United Nations Development Programme

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

Assignment: "Production of Result Based Documentary on Human Rights Issues on Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP)"

Reference: RFP-BD-2015-016

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

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

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
13.2.2.2 any entity over which the Party exercises effective managerial control; or,
13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 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

**Hiring Firm for Production of Result Based Documentary on Human Rights Issues
On Bangladesh National Human Rights Commission Capacity Development Project
(BNHRC-CDP)**

A. Project Title:	
Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP)	
B. Description of the Assignment:	
<p>The National Human Rights Commission of Bangladesh (NHRC) was formally established in December 2008. The NHRC serves as the major national human rights watchdog, monitoring implementation of state obligations to respect and protect the rights of every single member of society. The institution is charged with addressing specific human rights complaints through investigation, mediation and conciliation, and where necessary, through constitutional litigation, and more broadly through raising public awareness. It also has a vital role to play in ensuring consistency of laws and policies with international standards.</p> <p>In response to the Commission's need for foundational support, on 6 May 2010 a project document was signed between development partners and the NHRC and the Government of Bangladesh to commence a five-year capacity development project. The Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP) was created to support the establishment and growth of the Commission into a strong institution capable of fulfilling its statutory mandate. The project's overall goal is to improve the promotion and protection of human rights for all, particularly disadvantaged and vulnerable groups such as women, disabled persons, ethnic minorities, and children, through the institutional development of the NHRC.</p> <p>The Commission has implemented its 5 years strategic plan (2010-2015) and has identified Human Rights Promotion, Education and awareness raising as one of the three major areas where the commission would like to concentrate its effort in the coming years. The commission aims to develop a human rights culture throughout the country.</p> <p>The pursuit of human rights promotes the freedom, dignity and worth of every person. When human rights are made real, the poor can participate in decisions affecting their lives; the absence of such rights is a defining characteristic of human poverty. The Constitution of Bangladesh provides for the protection of human rights of all citizens. The rights to life, to liberty, to equality and non-discrimination, and to be treated in accordance with law, are the fundamental human rights principles enumerated in the Constitution, as are a range of civil, political, social and cultural rights.</p> <p>In addition to these national guarantees, Bangladesh has ratified eight of nine international human rights treaties, and has adopted several Optional Protocols (OPs) related to discrimination against women (CEDAW) and rights of the child (CRC).</p> <p>However, human rights awareness is lacking amongst the general public. The findings of a Baseline Survey conducted in 2011 on human rights in Bangladesh indicate that less than half of respondents in the household survey had heard the term 'human rights' while a substantial number of those who had heard the term (18.1%) were not able to describe what it means. At the same time, low levels of understanding that the Constitution and other laws include and protect human rights indicate too that all human rights messages will need to draw attention to this.</p> <p>Within this framework, the NHRC launches countrywide campaign to raise awareness about human rights. People are only able to claim and protect their rights when they know what human rights are, that they are (mainly) legally enforceable, and when they are aware of what institutions, including the NHRC, exist to assist them when their rights</p>	

<p>are violated or ignored.</p> <p>The BNHRC-CD project is supporting NHRC to implement awareness and education campaign around the country and also providing support to develop the capacity of NHRC in dealing with complaints and inquiries, policy and research and institutional development as whole.</p> <p>Meanwhile, the midterm review and final evaluation of the project have been done where a number of good achievements are reflected. Moreover, the follow-up survey on Attitude, Perception and Understanding has been conducted where a significant progress is portrayed in regard on understating of human rights and existence of National Human Rights Commission. The term of reference (ToR) is intended to produce evidence based documentary that have achieved through the interventions of NHRC over the time in order to showcase the results to the larger audience.</p> <p>Objectives of the ToR:</p> <ul style="list-style-type: none"> • To produce high quality result based documentary on human rights issues; • To communicate our results with different stakeholders and audience as well; • To sensitize the stakeholders through showcasing the results of changes. 	
<p>C. Project Description:</p> <p>On 1 December 2008, the establishment of the National Human Rights Commission (NHRC), Bangladesh was completed with the appointment of three commissioners. Today, as per the National Human Rights Commission Act, 2009, the NHRC has seven members, including one chairman, one fulltime member and five honorary members. Its official mandate makes the NHRC the major national human rights watchdog to monitor the implementation of state obligations to respect, protect and fulfil human rights in the country, addressing specific human rights complaints through investigation, mediation, and conciliation, and where necessary, through constitutional litigation, and more broadly through raising public awareness.</p> <p>The NHRC has been implementing a five year strategic plan (2010-2015) to guide its interventions in order to fulfil its mandate in planned ways. The strategic plan envisions “a human rights culture throughout Bangladesh” along with the mission statement “to ensure rule of law, social justice, freedom and human dignity through promoting and protecting human rights”. The plan has prioritized four focal areas: (i) Institutional development of the NHRC; (ii) Human rights promotion, education and awareness raising; (iii) Human rights monitoring and investigation; and (iv) Human rights research, reporting and policy development. The NHRC is currently finalizing its new Strategic Plan (2015 – 2018).</p> <p>UNDP Bangladesh has been providing technical and financial assistance to the Government of Bangladesh to find innovative solutions to its development challenges and to build the capacity of national level institutions to implement policy reforms. In the area of human rights, UNDP together with its donors (the Danish International Development Agency – DANIDA, the Swiss Agency for Development Cooperation – SDC, and the Swedish International Development Cooperation Agency – SIDA) has been supporting the NHRC through a five year project 2010-2015 – Bangladesh National Human Rights Commission Capacity Development Project (BNHRC-CDP).</p>	
<p>D. Scope of Work</p> <ul style="list-style-type: none"> ▪ Under the guidance of the supervision of Project Manager and Advocacy and Communication Analyst of the project in consultation with NHRC; the consultant or firm will produce documentary including scripting, shooting, spot selection, sub-titling and editing. The specific requirements mentioned below; <ul style="list-style-type: none"> ○ Capture the best success stories (Maximum 5); ○ Selection of stories and shooting spot basis of consultation with the respective project staff; ○ Develop story line, sharing and finalize ○ Shooting Location: Two will be in Dhaka or three will be outside of Dhaka 	

Information regarding the production of the videos and deliverables <ul style="list-style-type: none"> • A timetable on the deliverables will be given to the project 5 days after signature of the contract. • Approval of script: the script will be approved by Project Manager in consultation with NHRC 1 week after signature of the contract. • Camera: HD Professional camera must be used; • Shooting and editing: Shooting would be conducted in Dhaka and outside of Dhaka; • Story: The project will provide story ideas in consultation with NHRC ; • Cover of DVD: The cover of DVD (which will contain the documentary) would be prepared with four color design on Art Card with Lamination; • Copies/dummies of the production for review and acceptance will be provided to the project manager during the production of the videos; • Format: Providing a total of 300 (three hundred fifty) DV-4 copies. Mini DV-6 and DVD 240 master with above mentioned cover and individual high quality plastic box); • 1 terabyte hard drive with all footage and final deliverables; • YouTube/ Web version; • Ethics: Comply ethical standard • Delivery: Within 60 days after getting order 	
E. Expected Outputs/Deliverables	Timeline (from date of contract signing)
Phase-1: Pre-production (Review outlines, Idea Development, Finalizing the script/storyboard in Bangla, feedback taking, finalizing/approving etc.)	Within 10 days of the contract signing
Phase-2: Production (Planning, designing, approving, selection of the shooting locations and shooting/filming & Post Production (Sound mixing, editing, graphics/animation, subtitle, final editing following feedback etc.) and Review and necessary accommodation	Within 30 days of signing the contract
Phase-3: Final submission of the Video Documentary (getting feedback on evaluation copy, final sound-mixing/editing and subtitle in English. During final editing, all suggestions/modifications will be made)	Within 60 days of signing the contract
Total	60 days
F. Impact of Results	
Showcase the results of National Human Rights Commission in assistance with the Bangladesh National Human Rights Commission Capacity Development Project	
G. Institutional Arrangement	
The contracted firm will report to the Project Manager, BNHRC-CDP, who will also carry out a performance evaluation at the end of the assignment. Further, the work of the firm will be coordinated by Advocacy and Communication Analyst, BNHRC-CDP.	
H. Duration of the Work and Duty Station	
<p>The duration of the assignment will be a maximum 2 Month (60 days).</p> <p>The principal working location (duty station) in Dhaka, with travel to select few cases from few districts across the country for shooting/filming of the Video Documentary. Estimated start date is June 2015.</p> <p>The firm is expected to work from their own offices and attend meetings at BNHRC-CDP Project and NHRC office, Mogbazar, Dhaka.</p>	
I. Final Products/Services	
Awarded production company will be deliver the following:	

<ul style="list-style-type: none"> • Complete Video Documentary with all incorporated feedback by BNHRC-CDP and NHRC in the following formats: • Master copy of the Video Documentary in HD format • Final product of Video Documentary on DVD (PAL format and multi-region) with proper cover and print on DVD • Format: Providing a total of 300 (three hundred) DV-4 copies. Mini DV-6 and DVD 240 master with above mentioned cover and individual high quality plastic box) • 1 terabyte hard drive with all footage and final deliverables; • YouTube Web version; • Ethics: Comply ethical standard • Delivery: Within 60 days after awarding the contract 	
J. Qualification of the successful contractor	
<p><u>Minimum Eligibility Criteria of the firm:</u></p> <ul style="list-style-type: none"> • Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations. • Business Licenses – Registration Papers, Tax Payment Certification, etc. • The firm must have 5 years’ experience in similar kind of services. • Track Record - the firm must have experience in producing at least 12 Video Documentaries/ TV Spots/ Docu-drama for national/international/UN and donor agencies; • Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; • 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 of key personnel:</u></p> <ul style="list-style-type: none"> • Team leader must have minimum 5 years’ experience in leading the firm in producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Director must have minimum 5 years’ experience in directing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Script Writer must have minimum 5 years’ experience in writing scripts for Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies • Cameraman must have minimum 5 years’ experience in working as a cameraman for producing Video Documentary/ TV Spots/ Film/ Drama for national/international/UN and other donor agencies • Video Editor must have minimum 5 years’ Working experience as a video editor for producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies <p>Must submit the signed curriculum vitae (CV) of the key professional of each area of production/making indicating whether a person is full time/ part time/ freelance/ hired for particular assignment. Written commitment letter of key professionals are also to be submitted with the proposal.</p> <p>Note: Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.</p>	
K. Scope of Bid Price and Schedule of Payment	

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

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

SL No.	Outputs and deliverables	Payments (% of total)
A	Production of Result Based Video Documentary on Human Rights Issues	
1	1st Payment will be paid after submitting of the work plan	20%
2	2nd Payment will be paid after satisfactory completion of the phase-2: Pre-production (Review outlines, Idea Development, Finalizing the script/storyboard in Bangla, feedback taking, finalizing/approving etc.) and Post Production (Sound mixing, editing, graphics/animation, subtitle, final editing following feedback etc.) and Review and necessary accommodation	20%
3	3rd Payment will be paid after satisfactory completion of the Phase-3: Final Submission	60%
	Total	100 %

Terms:

- The selected contractor will prepare and submit the work plans for approval and report progresses on monthly basis, to the BNHRC-CDP.
- Payment for services of the contractor will be made upon satisfactory certification by the project.
- Tax and VAT shall be deducted from the contract amount according to the Government Rules and Regulations.

L. Recommended Presentation of Proposal

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

1. Technical Proposal

- Firm information – Name of Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;
- Relevant Experience – Description of experience in projects of a comparable nature, with specific description of technical specialization of the Firm in the field of audio-visual materials/ Video Documentary/ TV Spots/ Docu-drama, and list of current and past assignments of the Firm;
- Process - The Technical Proposal needs to contain a detail description of the process the contractor intends to follow to complete the tasks including a detailed work plan and time schedule for completion/delivery of the final product which, after selection of the contractor, will be agreed upon in consultation with UZGP team in the early stages of the commencement.
- Human Resources - The Technical Proposal needs to contain a list and detailed information on the proposed Human Resources which will be utilized for the task including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks including planning, designing, directing, script writing, shooting and editing, among others.
- Tools and Methodologies - The firm will liaise closely with UZGP during the development, field testing and finalization of the Video Documentary. The firm can take idea from the existing Video Documentary/TV

Spots/Docu-drama developed by UN Agencies.

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

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

(i) The Financial Proposal shall specify a total delivery amount (in BDT) including consultancy fees and all associated costs, i.e. travel cost, production cost, printing on DVD costs, consultation workshop costs and overhead recharges.

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

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

M. Evaluation

In response to the invitation of tender, **the contractor will have to submit a Technical proposal as per the Terms of Reference of the scheme and a financial Proposal separately.** The tender selection committee will first evaluate the technical proposal of the institutions/firms. Any institutions/firms getting more than 70% of the maximum achievable points (i.e. 49 points out of 70) in the technical proposal will be considered for financial appraisal, and ultimately therefore, for contracting. The financial proposal will be evaluated based on lowest price.

The total scoring points for both the evaluations will be 100; the technical evaluation will be based on 70 points and the rest 30 points are to be allotted to the bidder proposing lowest price.

A cumulative analysis weighted-scoring method will be applied to evaluate the firm. The award of the contract will be made to the tenderer whose offer has been evaluated and determined as:

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

BASIS FOR EVALUATION

Criteria	Weight	Max. Points
Technical	70	
1. Overall experience and qualifications of the firm		
1.1 Experience in developing and producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	15	
1.2 Specific experience in developing and producing Video Documentaries for national/international/UN and other donor agencies	15	
Sub-total	30	
2. Proposed Methodology		
2.1 Proposed Work Plan	5	
2.2 Approach to each assignment	5	
Sub-total	10	
3. Qualification and competency of the proposed personnel for the assignment		
3.1 Team leader		
Experience in leading the firm in producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	5	
3.2 Director		

Experience in directing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	10	
3.3 Script Writer		
Experience in writing scripts for Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	5	
3.4 Cameraman		
Experience in working as a cameraman for producing Video Documentary/ TV Spots/ Film/ Drama for national/international/UN and other donor agencies	5	
3.5 Video Editor		
Working experience as a video editor for producing Video Documentary/ TV Spots/Film/ Drama for national/international/UN and other donor agencies	5	
Sub-total	30	
Total Technical Evaluation	70	
Total Evaluation		
Technical	70	
Financial	30	
Total	100	

N. Responsibilities of the Contractor regarding cost component	
In order to produce deliverables stipulated in the ToR, the contractor/firm will bear all necessary cost relating to required fees of the assignment, logistics, travel, meeting food, report preparation, printing and also the cost of the office premises for themselves.	
O. Identification of Risk and Risk Mitigation Plan	
<p>Some risks have been identified by the project which may affect the delivery of the outputs as stipulated in this ToR. The project has identified a few mitigation options to address those risks described below:</p> <ul style="list-style-type: none"> • <i>Timely delivery of planned outputs:</i> Due to political un-rest and other factors, the firm/company may not be able to produce outputs as per the plan. To mitigate such risks, weekly progress review and planning meeting will be held between two parties to explore the ways and strategy for producing the output in time. • <i>Quality of the Outputs:</i> In order to ensure quality of outputs/deliverables up to the expected level, the project and UNDP can seek volunteer support from advisors/media personnel who have experience in producing video documentaries to check quality of the outputs/deliverables produced by the firm/company. This meeting could be organized in BNHRC-CDP office. • <i>Clear Understanding:</i> Clear understanding among professionals (Team Leader, Director, Artists, Script Writer, Researcher, Cameraman, Video Editor) of the firm/company about this assignment could be one of potential risks. To mitigate this risk, project will organize a briefing session with the selected professionals of the firm/company to clarify the objectives and outputs of this assignment. 	
P. Key Performance Indicator	
<p>The quality of works and deliverables to be produced by the firm/company according to the ToR will also be monitored by the contract administrator. The proposed performance indicators of the contractor's deliverables are illustrated below:</p> <ul style="list-style-type: none"> • 100% accuracy in revised and updated documents. Firm have to do the tasks to ensure error free. • Milestones achieved as per the plan submitted by the contractor • Weekly progress report submitted by the contractor and approved by project manager and respective staff of the project. 	