



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: November 18, 2019
	REFERENCE: DISABILITY AND LEGAL AID AWARENESS SHORT FILMS

Dear Sir / Madam:

We kindly request you to submit your Proposal for Disability and Legal Aid Awareness Short Films.

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

Proposals comprising Technical and Financial proposals, **in separate sealed** envelopes may be submitted on or before **Tuesday, December 10, 2019, 12.00 Noon** and via email, courier mail or fax to the address below:

**United Nations Development Programme**  
**P.O. Box 54, Gaborone. Botswana**  
**UNDP Botswana Procurement Unit**  
[procurement.bw@undp.org](mailto:procurement.bw@undp.org)

Your Proposal must be expressed in the English language, 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/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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*UNDP Botswana Procurement Unit*

## Description of Requirements

<p><b>Context of the Requirement</b></p>	<p>The services required are production of short films and clips for two projects under the “Support to the fulfilment of human rights, access to justice and the empowerment of youth and women Project (2018 – 2021)” (the Project). The Projects are Legal Aid and Disability, as explained more fully below.</p> <p>The deliverables of this consultancy are clustered (see below) and therefore the bidder is expected to indicate which cluster they would be applying for. Bidders are free to apply for both or one of the clusters.</p> <p><b>Cluster 1: Legal Aid</b></p> <p>Legal Aid Botswana is a corporate body, established by an Act of Parliament, the Legal Aid Act No: 18 of 2013 and operational from 2015. The objectives of Legal Aid Botswana are to provide legal advice and legal representation to indigent persons and public education on legal matters.</p> <p>A nationwide public awareness research (2015) revealed that 73.08% of Botswana respondents were not immediately familiar with Legal Aid Botswana and its service offering. The same research revealed that 21.75% of those who were familiar with the organization said they got to know about LAB through Botswana Television (BTV). BTV has therefore been identified as one of the most effective tools to use to disseminate legal education messages to the public.</p> <p>The objectives of the public education campaign are to prevent legal issues from arising, to educate people on steps they may take to resolve legal issues themselves and to increase awareness of the role of Legal Aid Botswana in providing legal assistance to indigent Botswana (and how to access that assistance).</p> <p><b>Cluster 2: Disability</b></p> <p>The Government of Botswana has indicated its intention to accede to the Convention on the Rights of Persons with Disabilities (CRPD). In preparation for the accession to the CRPD, the Coordinating Office for Persons with Disabilities has requested the production of short films to communicate the guiding principles of the CRPD in a manner that is relevant to the local context and promotes social change, acceptance and adoption of these rights-based principles.</p>
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Implementing Partner of UNDP	Legal Aid Botswana (Cluster 1), Coordinating Office for Persons with Disabilities (Cluster 2).
Brief Description of the Required Services <sup>1</sup>	<p><b>Cluster 1: Legal aid</b></p> <p>The services required are development and delivery of a communications package consisting of:</p> <ol style="list-style-type: none"> <li>1. 7 short film clips “fillers” that will focus on educating Batswana on common legal issues in Botswana and educate the public about their legal rights and obligations. These short film clips will be broadcast on BTV between programmes. Each “filler” should be 5 minutes long.</li> <li>2. 8 short clips (40 seconds to 1 minute) suitable for distribution on social media and information on each of the same 7 legal topics as covered in the “filler” clips plus an additional message on the mandate of Legal Aid Botswana and how to access its services.</li> <li>3. 250 high resolution still photographs are also required relating to the 7 legal topics and the role and function of Legal Aid Botswana and images relating to legal aid more generally;</li> <li>4. Design of one poster for each of the 7 legal topics plus one poster depicting the mandate of Legal Aid Botswana and how to access its services.</li> </ol> <p>The 7 legal topics are:</p> <ol style="list-style-type: none"> <li>1. Child maintenance</li> <li>2. Custody</li> <li>3. Land rights</li> <li>4. Living together</li> <li>5. Contracts</li> <li>6. Domestic violence / gender-based violence</li> <li>7. Arrest and detention</li> </ol> <p>The languages may be English and / or Setswana, with subtitling as required.</p> <p><b>Cluster 2: Disability</b></p> <p>The services required are development and delivery of a communications package consisting of:</p> <ol style="list-style-type: none"> <li>1. 8 short film clips “fillers” that will focus on educating Batswana on the 8 general principles of the Convention on the Rights of Persons with Disabilities in the Botswana context. These short</li> </ol>

<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.

	<p>film clips will be broadcast on BTV between programmes. Each “filler” should be 5 minutes long;</p> <ol style="list-style-type: none"> <li>2. 8 short clips (40 seconds to 1 minute) suitable for distribution on social media and information on each of the same topics as covered in the 2 minute “filler” clips;</li> <li>3. 250 high resolution still photographs depicting the 8 guiding principles and the role of people with disabilities in society more generally;</li> <li>4. Design and layout of one poster for each of the 8 guiding principles of the CRPD.</li> </ol> <p>The 8 guiding principles of the CRPD are:</p> <ol style="list-style-type: none"> <li>1. Respect for inherent dignity, individual autonomy including the freedom to make one’s own choices, and independence of persons</li> <li>2. Non-discrimination</li> <li>3. Full and effective participation and inclusion in society</li> <li>4. Respect for difference and acceptance of persons with disabilities as part of human diversity and humanity</li> <li>5. Equality of opportunity</li> <li>6. Accessibility</li> <li>7. Equality between men and women; and</li> <li>8. Respect for the evolving capacities of children with disabilities and respect for the right of children with disabilities to preserve their identities.</li> </ol> <p>The languages may be English and / or Setswana, with subtitling as required.</p>
List and Description of Expected Outputs to be Delivered	See attached Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	Chief Executive Officer, Legal Aid Botswana and UNDP (Cluster 1); and Principal Disability Officer, Office of the President and UNDP (Cluster 2).
Frequency of Reporting	Weekly and at Project milestones
Progress Reporting Requirements	Weekly and at Project milestones Note that the Reference Groups and Supervisors will require each deliverable for review <u>10 working days prior to the meeting to review</u> / approve and this should be factored into the methodology and workplan.
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor’s Location (Gaborone, locations in Botswana)
Expected duration of work	See attached Terms of Reference
Target start date	January 2020
Latest completion date	31 March 2020 Cluster 1; 31 April 2020 Cluster 2.

Travels Expected	Gaborone and 3 Districts of Botswana (including Maun)
Special Security Requirements	<input checked="" 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 <input type="checkbox"/> Others <i>[pls. specify]</i>

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"/> Required <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"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" 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 type="checkbox"/> 90 days <input checked="" 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"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	See attached TOR
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	See attached TOR
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services

<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.

	<input checked="" type="checkbox"/> Long-Term Agreement <sup>3</sup> <input type="checkbox"/> Other Type of Contract  <b>NOTE: Kindly note that further to delivering on this contract and based upon satisfactory performance of the services herein, UNDP intends to enter into a Long-term Agreement (LTA) with at most two (2) companies to provide similar type services over a three (3) year period.</b>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	See attached TOR
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider per cluster (or combined clusters) <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> <input type="checkbox"/> Detailed TOR <input type="checkbox"/> Others <sup>6</sup> [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>7</sup>	<p>UNDP Botswana Procurement Unit          Procurement Associate  <a href="mailto:Enquiries.bw@undp.org">Enquiries.bw@undp.org</a></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>

<sup>3</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.

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

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

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

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



Other Information <i>[pls. specify]</i>	See attached TOR and evaluation criteria
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## Terms of Reference (TOR)

### 1.0. Background

The “Support to the Fulfilment of Human Rights, Access to Justice and Empowerment of Youth and Women Project” (2018 – 2021) is the joint Government – UNDP project that supports the realization of certain objectives of the National Development Plan 11 and Sustainable Development Goals. Two areas of focus for UNDP support under the Project are legal aid and disability.

The subject areas for this consultancy are clustered (see below) and therefore the bidder is expected to indicate which cluster they would be applying for. Bidders are free to apply for both or one of the clusters.

#### **Cluster 1:**

Legal Aid Botswana is a corporate body, established by an Act of Parliament, the Legal Aid Act No: 18 of 2013. The objectives of Legal Aid Botswana are to provide legal advice and legal representation to indigent persons and public education on legal matters.

A nationwide public awareness research (2015) revealed that 73.08% of Botswana respondents were not immediately familiar with Legal Aid Botswana and its service offering. The same research revealed that 21.75% of those who were familiar with the organization said they got to know about LAB through Botswana Television (BTV). BTV has therefore been identified as one of the most effective tools to use to disseminate legal education messages to the public.

The objective of the public education campaign is to prevent legal issues from arising, to educate people on steps they may take to resolve legal issues themselves and to increase awareness of the role of Legal Aid Botswana in providing legal assistance to indigent Botswana (and how to access that assistance).

Legal Aid Botswana will establish an advisory reference group to oversee this project.

The services required are development and delivery of a communications package consisting of:

1. 7 short film clips “fillers” that will focus on educating Botswana on common legal issues in Botswana and educate the public about their legal rights and obligations. These short film clips will be broadcast on BTV between programmes. Each “filler” should be 5 minutes long.
2. 8 shorter clips (40 seconds to 1 minute) suitable for distribution on social media and information on each of the same 7 legal topics as covered in the 5 minute “filler” clips plus an additional message on the mandate of Legal Aid Botswana and how to access its services.
3. 250 high resolution still photographs are also required relating to the 7 legal topics and the role and function of Legal Aid Botswana and the provision of legal aid services in Botswana;
4. Design of one poster for each of the 7 legal topics plus one poster depicting the mandate of Legal Aid Botswana and how to access its services.

The 7 legal topics are as follows and Legal Aid Botswana will supply the legal content for each topic as required:

1. Child maintenance
2. Custody
3. Land rights
4. Living together
5. Contracts
6. Domestic violence / gender-based violence
7. Arrest and detention

#### **Cluster 2: Disability**

The Government of Botswana has indicated its intention to accede to the Convention on the Rights of Persons with Disabilities (CRPD). In preparation for the accession to and domestication of the CRPD, the Coordinating Office for Persons with Disabilities in the Ministry for Presidential Affairs Governance and Public Administration (MPAGPA) has requested the production of short films to communicate the guiding principles of the CRPD in a manner that is relevant to the local context and promotes social change, acceptance and adoption of these rights-based principles.

An established reference group, the Technical Committee of the National Disability Coordination Committee (for which the Coordinating Office is the Secretariat) will oversee this project.

To that end, UNDP and the implementing partners (Legal Aid Botswana and Coordinating Office for Persons with Disabilities) wish to invite suitable and qualified companies to develop film clips that could be broadcast on television and social media to communicate key messages and promote social change.

The services required are:

1. 8 short film clips “fillers” that will focus on educating Botswana on the 8 general principles of the Convention on the Rights of Persons with Disabilities in the Botswana context. These short film clips will be broadcast on BTV between programmes. Each “filler” should be 5 minutes long;
2. 8 shorter clips (40 seconds to 1 minute) suitable for distribution on social media and information on each of the same topics as covered in the 5 minute “filler” clips;
3. 250 high resolution still photographs relating to the 8 guiding principles and the role of people with disabilities in society generally;
4. Design and layout of one poster for each of the 8 guiding principles of the CRPD.

The 8 guiding principles of the CRPD are:

1. Respect for inherent dignity, individual autonomy including the freedom to make one’s own choices, and independence of persons
2. Non-discrimination
3. Full and effective participation and inclusion in society

4. Respect for difference and acceptance of persons with disabilities as part of human diversity and humanity
5. Equality of opportunity
6. Accessibility
7. Equality between men and women
8. Respect for the evolving capacities of children with disabilities and respect for the right of children with disabilities to preserve their identities.

## 2.0. Objective of the Assignment

To develop high-quality fillers and short clips as described above, that are compliant with the specifications (see 3.8. below).

## 3.0. Scope of work

In undertaking the assignment, the bidder will be expected, guided by the project documents, to undertake the following;

- 3.1. Conduct literature review and interviews / focus groups (including BTV) to understand the scope of the projects and the local prevailing conditions and context. Legal information for cluster 1 legal topics will be provided by Legal Aid Botswana.
- 3.2. Provide a detailed methodology for delivery of the outputs (for approval by Reference Groups)
- 3.3. Develop a storyline or production script (concept) and scenario for each project that will be guided by the production of footages and videos to be done before filming) (for approval by Reference Groups).
- 3.4. Prepare a field visit plan that would determine the number of footages to be recorded from each project site (including Maun for cluster 1, the location of the Legal Aid mobile legal clinic).
- 3.5. Undertake field visits to map the storyline or production script against implementation plans at project sites.
- 3.6. Conduct interviews with project beneficiaries, policy makers and stakeholders.
- 3.7. Undertake field visits to conduct on-site recording of disability inclusive and gender balanced footage with project implementors, beneficiaries and other relevant stakeholders as per the story line and implementation plan.
- 3.8. Develop professional high-quality “fillers” and short clips that are compliant with the below minimum standards:
  - 3.8.1 Compliant with national television standards;
  - 3.8.2 High quality Video and still photo restoration and digital enhancement;
  - 3.8.3 Still photos must be high resolution in at least 30 megapixels;
  - 3.8.4 Post-production: editing, special effects rendering/graphics, AV dubbing, musical scoring with subtitling;
  - 3.8.5 Fillers: Quality in HD Video of 16:9 aspect ratio encoded to MPEG/MOV file formats with 1080p resolution;

- 3.8.6 Short clips: Broadcast quality HD Video of 16:9 aspect ratio encoded to MPEG/MOV file formats with either 720p or 560p resolution compatible for uploading on social media and website;
- 3.8.7 Professional sound recording at minimum of 96 kHz/24-bit;
- 3.8.8 HD web files and HD DVD as final products;
- 3.8.9 Submit 100 high definition photographs for each cluster that capture the key messages of each “filler”;
- 3.8.10 Submit one poster (print ready, including layout, design, images) for each filler, plus one for Legal Aid Botswana.

## 4.0. Project deliverables

The following are the project deliverables:

- 4.1. Report of an initial meeting between UNDP, the consultants and each implementing partner;
- 4.2. Storyline or production script draft storyboard for documentary for each project for approval prior to filming (in both soft and hard copies);
- 4.3. Edited footage at mid-production point;
- 4.4. Final edited fillers and short clips which meet quality requirements at 3.8 above for each project;
- 4.5. Cover/case accompanying the final video item-DVD;
- 4.6. At least 100 high resolution photographs per cluster covering all the legal topics / guiding principles;
- 4.7. 8 posters per cluster as per the specifications; and
- 4.8. All video documents should be submitted in DVD or Mini DV tape and on hard drive.

## 5.0. Supervision

- 5.1 The Consultancy will be jointly supervised by UNDP and the specified implementing partner relevant to each cluster.
- 5.2 The review and approval of deliverables shall be conducted by a team comprising of UNDP, the implementing partner and the relevant Reference Group for each cluster.

## 6.0 Qualification / experience

- 6.1 The company or firm should have a minimum of the following qualifications and experience:
  - 6.1.1 The team leader should possess a minimum of Associate Degree in Film Studies, Multimedia Design, Graphic Design, Video Production or related qualifications.
  - 6.1.2 The team members should include an Cinematographer; Script writer, Film Editor and graphic designer at least one of whom should have prior experience in human rights or access to justice in a development context;
  - 6.1.3 Successful prior experience in the development of human rights or access to justice related films that disseminate complex information in simple ways and promote social change.
  - 6.1.4 Demonstrated experience with professional level system cameras/video cameras;
  - 6.1.5 Demonstrated experience with digital workflows for images and videos;
  - 6.1.6 The ability to create photographic and video narratives;

- 6.1.7 Ability to edit professional quality video and audio productions;
- 6.1.8 Graphic design skills to produce high quality, visually appealing posters that convey messages and promote social change;
- 6.1.9 Excellent communication and presentation skills including the ability to present proposals and generate consensus and take on board feedback to ensure the deliverables are appropriate and relevant in the local context.

## 7.0 Duration

The Assignment will be conducted over an anticipated three months per cluster with expected time efficiencies if both clusters are awarded to the same bidder. The bidder is therefore expected to propose the number of days that are practically feasible for carrying out the assignment, taking into account efficiencies if both clusters are included in the bid. If the bidder bids for both clusters, each cluster must have a work plan and there must be a combined workplan for both clusters.

## 8.0 Intellectual Property

All information pertaining to this project (documentary, audio, digital, cyber, project documents, etc) which the service provider may come into contact with in the performance of his/her, duties under this consultancy shall remain the property of UNDP who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of UNDP.

## 9.0 Equipment

All equipment needed to complete this assignment will be provided by the service provider. No equipment will be purchased or provided by UNDP.

## 10.0 Payment schedule

Outputs	Percentage	Condition for Payment Release
Submission of an inception report including story boards	20%	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.
Submission of all draft fillers and short clips, posters and photographs for approval	40%	
Post-production – approval of all deliverables, including fillers, short clips, photographs and posters incorporating all comments and feedback.	40%	
Travel and subsistence related expenses	Upon receipt of invoice and supporting documents	

## 11.0 Technical evaluation criteria

1 Expertise of the Firm/Organization		Points obtainable
1.1	<p>General Organizational Capability which is likely to affect implementation</p> <ul style="list-style-type: none"> <li>- Financial stability (10)</li> <li>- loose consortium, holding company or one firm (10)</li> <li>- age/size of the firm (10)</li> <li>- strength of project management support (10)</li> <li>- project management controls (10)</li> <li>- detailed list with technical information of the equipment intended for use, including camera, light, sound, editing software etc. (10)</li> <li>- 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.) (10)</li> </ul>	70
1.3	Quality assurance procedures to ensure that the assignment produces products that are of the required quality, within agreed timeframes and budgets.	30
1.4	<p>Relevance of experience:</p> <ol style="list-style-type: none"> <li>1. The team leader should possess a minimum of Associate Degree in Film Studies, Multimedia Design, Graphic Design, Video Production or related qualifications; (30)</li> <li>2. The team members should include a Cinematographer; Script writer, Film Editor and graphic designer at least one of whom should have prior experience in human rights or access to justice in a development context; (20)</li> <li>3. Demonstrated (by submission of portfolio of relevant work) successful prior experience in the development of human rights or access to justice related films that disseminate complex information in simple ways and promote social change; (60)</li> <li>4. Demonstrated experience with professional level system cameras/video cameras; (30)</li> <li>5. Demonstrated experience with digital workflows for images and videos; (10)</li> <li>6. The ability to create photographic and video narratives; (10)</li> <li>7. Ability to edit professional quality video and audio productions; (10)</li> <li>8. Graphic design skills to produce high quality, visually appealing posters that convey messages and promote social change; (10)</li> <li>9. Excellent communication and presentation skills including the ability to present proposals and generate consensus and take on board feedback to ensure the deliverables are appropriate and relevant in the local context. (20)</li> </ol> <p><b>NOTE: To demonstrate the above, the company shall as part of their submission provide a link to at least 2 similar type film documentaries they have done over the last 5 years.</b></p>	200

<b>Total points</b>	<b>300</b>
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<b>2 Proposed Methodology, Approach and Implementation Plan</b>		<b>Points Obtainable</b>
2.1	<p>Comprehension of Terms of Reference To what degree does the bid demonstrate understanding of the terms of reference?</p> <ul style="list-style-type: none"> <li>a) Have the important aspects of the tasks been addressed in sufficient detail (30 points)</li> <li>b) Are the different components of the task adequately weighted relative to each other (30 points)</li> <li>c) Is the proposal based on an understanding of the project environment/objectives and was this input properly used in the preparation of the proposal? (30 points)</li> <li>d) Is the conceptual framework adopted appropriate for the task? (30 points)</li> </ul>	120
2.2	<p>Creativity and innovation To what extent is there creativity in the proposal?</p>	50
2.3	<p>Methodology, approach, workplan <b>Important note: The consultant must submit a methodology of how the consultant proposes to carry out <u>each item</u> outlined in the Scope of Works above. It is important that a brief methodology for each item is clearly described in the technical submission so that the evaluation can be completed.</b></p> <ul style="list-style-type: none"> <li>(a) Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? (80 points)</li> <li>(b) Detailed presentation of the methodology of how each element of the scope of works outlined in the terms of reference assignment will be undertaken including (100 points)</li> <li>(c) Provide a detailed workplan for all phases in pre-production, production and post-production. If bidding for both clusters, provide one for each cluster and a combined workplan for both clusters (50 points)</li> </ul>	230
<b>Total points</b>		<b>400</b>



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

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

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

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

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed*

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

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

*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\***

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

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

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

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

*[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.