UNITED NATIONS DEVELOPMENT PROGRAMME
UNDP Somalia

Terms of Reference (TORs)

Individual Contractor (International)
Videographer (IC Framework Agreement)

A. Project Title: Communications Unit

B. Project Description

The United Nations Development Programme (UNDP) is the UN's global development network. Its **mandate** is to end poverty, build democratic governance, rule of law, and inclusive institutions. UNDP advocates for change and connects countries to knowledge, experience and resources to help people build a better life for themselves and promotes technical and investment cooperation among nations through provision of expert advice, training and grants support to developing countries for long term benefits,

With a focus on external communications, UNDP Somalia Communications Unit provides support to the Country Office programmes and projects to raise awareness of UNDPs work and, advocate for related issues. In this regard, the Unit implements the corporate communications strategy, designs, manages and facilitates the implementation of the Country Office communications strategy with a view to influence the development agenda, to promote public and media outreach and to mobilize political and financial support for UNDP through production of high-quality text, video and photo products for a wide range of audience including donors, partners and the general public.

Within this context, UNDP seeks to enter into Individual Contractor's Framework Agreement/Long-Term Agreement with a qualified Videographer to facilitate and expedite the process by which UNDP can obtain required services at short notice.

C. Scope of Work

The objective of this assignment is to produce video products for UNDP Somalia, including films for donors, social media and other target audiences. The selected candidate must be willing to travel to Somalia. Working closely with the Communications and Project teams, the videographer will undertake the following tasks.

- Film and edit promotional videos and b-roll to showcase UNDP's work in the field, highlight the issues we cover or for other purposes;
- Video to be shot in at least full HD, compressed with codec H.264 as a .mov or .mp4 file;
- All videos will include UNDP logo throughout as well as outro graphics with project/donor details;

- All video products shall be delivered in both original and square versions optimized for social media distribution.

Copyright

- UNDP shall be granted non-exclusive worldwide rights in perpetuity for all images shot while on assignment, including the right to share images at no cost with other UN oganisations/partners and media houses.
- UNDP reserves the right to stipulate for certain images and for certain shoots where there are issues of personal welfare/safety or cultural considerations that approval must be sought before the consultant uses the image for any purpose other than submitting it to UNDP.

Warranties, Consent and Intellectual Property

1. The Individual Contractor represents and warrants that he/she has not, and undertakes that he/she shall not infringe any third-party intellectual property rights in performing any services pursuant to the proposed contract The Applicant further represents and warrants that he/she shall perform the activities pursuant to the UNDP photo policy and guidelines including obtaining written consent when required, including from survivors of violence and from the legal guardians of children under 18 years of age.

2. The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

   a) allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or,*

   b) any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

3. The indemnity set forth in point 2(a) above, shall not apply to:

   a) A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

   b) A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

4. UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5. In the event the use by UNDP of any goods, property or services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

   a) procure for UNDP the unrestricted right to continue using such goods or services provided to UNDP;
   b) replace or modify the goods or services provided to UNDP, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
   c) refund to UNDP the full price paid by UNDP for the right to have or use such goods, property or services, or part thereof.

D. Expected Outputs and Deliverables

If and when any of the above services will be required, UNDP and the Contractor will agree on work output (within the scope of the LTA), number of working days necessary and target due dates prior to commencement of work. Detailed specifications for each individual assignment will be given to the selected Contractor as and when their services are required. The call-off mechanism (trigger) for each assignment will be a written request from the Communications Specialist to the Contractor.

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required
• A work plan based on input from UNDP. • Draft 1: first professional edited version of video material upon which UNDP will provide substantive input. • Draft 2: second edited version of video material with basic graphic animation upon which UNDP will provide final input. • Final high-resolution file of video material suitable for web publishing and production.	As per the agreed timeframe	As per agreed timeframe	Communications Specialist

E. Institutional Arrangement

1) Reporting Lines

The Consultant will work under the direct supervision of the Communications Specialist in close collaboration with other Communications Unit and respective project staff on all assignments.

2) Administrative and logistical support

The UNDP will provide the following administrative and logistical support;

a) When in Somalia, the Consultant will work under UNDP 'duty of care' and will comply with all UNDP security regulations. SSAFE pre-deployment certification is required for Somalia travel and will be facilitated and paid for by UNDP. The number of working days spent in SSAFE training will not be considered as working days;

b) Accommodation at the UN Common Compound in Mogadishu based on the prevailing UN Daily Subsistence Allowance (DSA) applicable rate and a living allowance not to exceed the UN DSA applicable rate when on duty travel to other locations in Somalia;

c) Cost of a return air ticket not to exceed the cost of any economy class air ticket on the most direct route to join duty station/repatriation travel, terminals and visa. Travel costs will be reimbursed on actuals but not exceeding quotation from UNDPs approval travel agent. The UNDP shall not accept travel costs exceeding those of an economy class ticket. Should the selected individual choose to travel on a higher class, he/she will do so at own cost;

d) The UNDP will provide office space and facilities such as internet connectivity and access to office printers in UN offices as deemed necessary and based on availability.

3) Equipment

The Consultant will be required to have a personal laptop and shall use own equipment/software. UNDP shall not provide any equipment/software.

F. Duration of the Work

Consultant will be contracted based on a framework agreement for an initial period of 12 months with a maximum 100 working days with possible extension for two additional 12-month terms of a maximum of 100 working days each subject to satisfactory performance review and availability of funds.

G. Duty Station

Home-based, with mission travel to Mogadishu

H. Qualifications of the Successful Individual Contractor

Corporate:

- Demonstrates integrity and fairness, by modelling the UN/UNDP's values and ethical standards;
- Promotes the vision, mission and strategic goals of the UN and UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;

- Treats all people fairly;
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional:

- Strong knowledge of development and humanitarian issues;
- Ability to advocate and articulate clear messages. Attention to detail is crucial;
- Excellent technical capacity to ensure smooth and high-quality production (including availability of professional video production equipment and software);
- Ability to work in a high-pressure working environment with frequent urgent deadlines
- High level logical and methodological organizational skills and the ability to multi-task;
- Proactive approach to delivering tasks and the ability to film on location without supervision except for liaison with UNDP Communications Unit
- Ability to work in a multi-cultural environment and to communicate sensitively across different constituencies and awareness of political sensitivities;
- Flexibility to attend events during weekends.

Client Orientation and Communication

- Excellent interpersonal and networking skills and the ability to establish and maintain effective working relations.
- Supports and encourages open communication and responds positively to critical feedback and differing points of view.
- Ability to work in a multi-cultural environment and to communicate sensitively across different constituencies and awareness of political sensitivities;

Education:

- A minimum of Bachelor's degree or professional qualification in journalism, communications, videography, international development or related field;

Experience:

- Five years of experience working as a journalist for major international outlets and/or shooting video for international organisations;
- Experience working for international organisations in conflict environments preferred;
- Experience producing video for promotional or advocacy materials an advantage;
- Understanding of UNDP projects and issues preferred;
- Experience working with people of different backgrounds;
- Proven ability to accomplish freelance/consultancy projects on time.

Language Requirements:

- Proficiency in written and spoken English;
- Knowledge of the Somali language is an asset.

I. **Scope of Price and Schedule of Payments**.

The resulting LTA will b e a mutual arrangement between UNDP and an individual to provide the required services at prescribed prices over a period of 12 to 36 months. Under an LTA framework, UNDP does not

warrant the maximum number of days of service will be purchased during the term of the contract as this will depend on actual needs. Therefore, although the LTA will have a ceiling amount that may accrue to the Consultant during the life of the LTA, the ceiling amount shall remain as an upper limit and must not be interpreted nor understood as a financial commitment or guarantee of business volume.

- Services will be delivered on an on-call basis;
- Payment will be made based on the actual number of days worked and satisfactory performance of each Deliverable as specified in the call-off from UNDP. On completion of each assignment, the Contractor will submit an invoice (UNDP Certificate of Payment) for approval by the Communications Specialist that the Contractor has delivered the contract obligations in a satisfactory manner;
- Payment will be made within 30 days of submission of invoice and certification of payment by UNDP.

J. Application Procedure

Interested and qualified candidates are requested to submit an application package to the mandatory email address for electronic submission **bids.so@undp.org** on or before **March 20, 2020, 13:00H East Africa Time (GMT+3).** Applications sent to any other email address will be rejected**. Only complete applications will be considered.** A complete application package must include the following documents;

1. Duly accomplished **Letter of Confirmation of Interest and Availability** using the template provided by UNDP (Annex II);

2. **Personal CV OR P11** indicating all experience from similar projects and specifying the relevant assignment period (from/to) as well as the email and telephone contacts of at least three (3) professional references;

3. **Technical Proposal:**
   Please submit a portfolio **(at least 3 samples via URLs)** of previous work to the UN/UNDP and other international organisations with a maximum one-page document briefly outlining why the candidate considers him/herself as suitable for the assignment;

4. **Financial Proposal:**
   The financial offer should be quoted in United States Dollar (USD) based on a professional daily fee of up to a maximum of 300 working days. No other costs, e.g. travel, should be included in the financial proposal at this stage (Annex II)

Any request for clarification shall be communicated to UNDP in writing via email at procurement.so@undp.org.

K. Criteria for Selection of the Best Offer

Evaluation Process:
Candidates will be reviewed based on required skills and experience stated above and based on the technical evaluation criteria outlined below. Candidates will be reviewed based on cumulative scoring. When using the weighted scoring method, the award of the contract will be made to the candidate whose

offer has been evaluated and determined as

a) Being responsive/compliant/acceptable; and
b) Having attained the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation where technical criteria weights 70% and financial criteria/proposal weights 30%.

Technical Qualification Evaluation Criteria - (70% of total evaluation, i.e., 70 points)

Technical Evaluation Criteria	Maximum obtainable score
Education	10
Quality of video, considering technical skill, style, creativity and quality of files – reference will be made to at least 3 submitted examples of work	40
Proven experience – reference will be made to CV and submitted work samples	20
Total Obtainable score	**70**

Only candidates obtaining a minimum of 49 points (70% of the total technical points) shall be considered for the financial evaluation.

Financial Evaluation Criteria (30% of total evaluation; Maximum 30 points)
The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other proposals receive points in inverse proportion. The following formula will be used to evaluate financial proposal:

p = y (μ/z), where:
p = points for the financial proposal being evaluated
y = maximum number of points for the financial proposal
μ = price of the lowest priced proposal
z = price of the proposal being evaluated.

L. Contract Award

Candidate obtaining the highest combined score in the combined score of technical and financial evaluation will be considered technically qualified and will be offered to enter into contract with UNDP.

M. Annexes to the TOR

- Annex I - The Individual Contract template and its General Terms and Conditions, which you would be expected to sign in the event you are the selected Offeror in this procurement process.
- Annex II - Offeror's Letter to UNDP confirming Interest and Availability for the Individual Contract including financial proposal template.

UNDP will only be able to respond to those applications in which there is further interest.
This TOR is approved by: