



Request for Proposal (RFP 006-08)

Date: 26 March 2008

Dear Sir/Madam,

Subject: Documentary Movie Production for the Programme of Strengthening Capacities in the Western Balkans Countries to Address Environmental Problems through Remediation of High Priority Hot Spots (hereinafter referred to as "the Regional Environmental Programme", or "the Programme")

1. You are requested to submit a proposal for production of a documentary movie for the Regional Environmental Programme, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, enclosed are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract.....(Annex II)
 - iii. Terms of Reference (TOR).....(Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
3. Your offer contains technical specifications and financial proposal/estimate, in separate sealed envelopes, should reach the following address no later than **April 28th, 2008 at 17:00 hours CET**:

UNDP Country Office Montenegro
Beogradska 24e
81000 Podgorica
Montenegro
Ref. No. RFP 006-08
"NOT TO BE OPENED BY REGISTRY"

Fax: +382 81 231 644

E-mail: procurement.me@undp.org

4. If you request additional information, we would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Garret Tankosić Kelly,
UNDP Resident Representative a.i./
UN Interagency Focal Point in Montenegro



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Annex I

Instructions to Offerors

A. Introduction

The purpose of this tender is to produce a documentary film for the Programme of Strengthening Capacities in the Western Balkans Countries to Address Environmental Problems through Remediation of High Priority Hot Spots (hereinafter referred to as “the Regional Environmental Programme”, or “the Programme”).

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Full Proposals must contain all services necessary for the delivery of final product - highly produced documentary film, preferably in high definition. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation’s e-mail address or fax number indicated in the RFP. The procuring UNDP entity will respond **in writing by posting on the UNDP web site** www.undp.org.yu/montenegro/files/tenders to any request for clarification of the Solicitation Documents that it receives earlier than **four days** prior to the deadline for the submission of Proposals.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment and post it on the above mentioned UNDP web site. All prospective Offerors are encouraged to visit the UNDP web site regularly.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.



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7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel (with CVs included) and facilities necessary for the production of this requirement. It should describe the Offeror's current technical capabilities/facilities available.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services and goods it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars.



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11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare three copies of the Proposal; clearly marking one "Original Proposal" and (two) "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The three copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

**UNDP Country Office Montenegro
Beogradska 24e
81000 Podgorica
Montenegro**

and,

- marked with –

RFP 06-08 "Documentary Movie Production for the Regional Environmental Programme"

(b) All inner and outer envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.



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15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **April 28th, 2008 at 17:00 hours CET**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of UNDP Country Office in Montenegro.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.



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A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage all contractors, who have attained minimum 70% score in the technical evaluation will be compared and the weights will be applied to both technical and financial proposals in the 70:30 (respectively) proportion.

The contract will be awarded to the contractor with total highest score

Consultancy Services MEPP - Technical Evaluation Criteria

| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable | Company / Other Entity | | | | |
|--|--|--------------|-------------------|------------------------|---|---|---|---|
| | | | | A | B | C | D | E |
| 1. | Expertise of Firm / Organisation submitting Proposal | 40% | 400 | | | | | |
| 2. | Proposed Work Plan and Approach | 60% | 600 | | | | | |
| Total | | | 1000 | | | | | |

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

| Technical Proposal Evaluation Form 1 | | Points obtainable | Company / Other Entity | | | | |
|--|--|-------------------|------------------------|---|---|---|---|
| | | | A | B | C | D | E |
| Expertise of firm / organisation submitting proposal | | | | | | | |
| 1.1 | Reputation of Organisation and Staff (Competence / Reliability) | 150 | | | | | |
| 1.2 | Litigation and Arbitration history | 15 | | | | | |
| 1.3 | 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 specialised skills. | 50 | | | | | |
| 1.4 | Quality assurance procedures | 35 | | | | | |
| 1.5 | Relevance of: | 150 | | | | | |



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| | | | | | | | |
|--|---|-----|--|--|--|--|--|
| | <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for major multilateral/ or bilateral programmes | | | | | | |
| | | 400 | | | | | |

| Technical Proposal Evaluation Form 2 | | Points Obtainable | Company / Other Entity | | | | |
|---|--|----------------------|------------------------|---|---|---|---|
| | | | A | B | C | D | E |
| Proposed Work Plan and Approach | | | | | | | |
| 2.1 | To what degree does the Offeror understand the task? | 70 | | | | | |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 70 | | | | | |
| 2.3 | Proposals of scenarios and visual and technical solutions – creativity, effectiveness, innovativeness, etc. | 200 | | | | | |
| 2.4 | Is the conceptual framework adopted appropriate for the task? | 70 | | | | | |
| 2.5 | Is the scope of task well defined and does it correspond to the TOR? | 110 | | | | | |
| 2.6 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 80 | | | | | |
| | | 600 | | | | | |

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 3 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.



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Annex II

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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 with the provisions of this Contract.

6. 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. 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. 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 its 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:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. UNDP is the only one entitled to the world wide rights of the documentary produced.

At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.



13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers being 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.

14.3 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, 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.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 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. 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. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Annex III

Terms of Reference:

Documentary movie production for the Regional Environmental Programme

Background Information:

The United Nations Development Programme (UNDP) Country Offices in Albania, Bosnia and Herzegovina, Macedonia FYR, Montenegro, Serbia and UN ATSCR 1244 Kosovo have developed a regional environmental programme in nine locations in the mentioned Western Balkans countries/territories suffering from the legacy of polluting industries and requiring industrial renewal, environmental cleanup and new economic initiative.

The goal of this three year Programme (<http://www2.undp.org.yu>) is to improve the environmental situation and quality of life for citizens living in and around polluted areas through the best cost measures, improved local and national policy dialogue and identify and develop the supply of domestic professional services in the environmental management sector. While the main focus will be the physical works needed to mitigate the ecological problems, institutional strengthening and capacity building will be an equally important subject running throughout the Programme.

Over the past two decades environmental issues have not been included in the top national priorities in the Western Balkans. Understandably, the first priorities have focused on the reforms needed to strengthen security, to rebuild the economy and to improve general living conditions. As a result, investment in environmental infrastructure such as contaminated sites cleanup, wastewater treatment, air-pollution abatement and industrial and communal waste management have been seriously neglected. An immediate response to address these outstanding problems is urgently required.

A number of industrial towns in the Western Balkans region also face a complex challenge of past industrial development and pollution legacy and the need to generate economic growth for the future. The environmental situation in these hot spots is a direct cause of poor health, poverty and presents a major barrier to future investment and improved economic opportunities for the local population. On one hand these communities face the heavy costs associated with the much needed environmental clean-up and on the other they are struggling with poverty, lack of infrastructure and services and lack of prospects for the young generations.

Because of the proximity and geographic connectedness of the Balkans, the ongoing or potential pollution from these hot spots has a significant cross border impact on air and water quality (rivers, lakes and the sea). In addition to the cross border issues the situation is often further complicated by uncoordinated or even conflicting plans and demands of various sectors of government, business and society. In most cases it is the poorest citizens (Roma, Ashkalia, Egyptians) that live in the most polluted areas and these problems are limiting the resources funds and future oriented initiatives available to them. Success in cleaning up these locations and solving environmental and urban problems has the potential to attract further investment from inhabitants themselves, private sector, banks, donors, etc. The return of local economic activity, improving environmental situation and a functioning regulatory framework will in turn provide a more attractive situation for new private/public sector players with the prospect of further site cleanup with increasing investment.

The international, and especially EU, experience in revival of former industrial regions shows that development breakthrough in pollution hot spots is best achieved through integrated initiatives at the local level, addressing the local environmental, social and economic needs. Such initiatives cannot be successful if they are only undertaken by one of the sectors such as environment, welfare, health or economy alone. They require creative cross-sector solutions based on stakeholder dialogue and public participation and in many cases the most valuable outcome is not only cleaning up the problem, but in raising awareness with government and community in the importance of the environment and having increased capacities to deal with such problems.

Step by step clean up of polluted areas, investment in cleaner technologies to reduce waste, wastewater and air pollution and contaminated site remediation must be combined with stronger integration of environmental concerns into sector policies and cross-border cooperation. This programme is aimed at providing a significant step forward in this direction, following three main programme messages:

- *Enhancing regional cooperation;*
- *Improving living and health conditions for the people living in the vicinity of the remediation sites;*
- *Teach people in using their rights to influence decision making process related to environmental issues.*

Scope of Work:

To present a strong and consistent regional identity across the Programme, the objective is to create a documentary promoting the value in addressing the issues and problems described in the Background Information as part of a regional effort. As part of this effort, the documentary film will detail the achievements and individual contributions made by each Programme segment and collectively how these improve the regional situation, with highly compelling stories in an effort to put a human face to the magnitude of the problem.

The objective of creating the documentary film is to achieve global distribution of the programme results including initial situation, project efforts and achieved results. Moreover, the aim of the documentary is to raise public awareness in participating countries/territory in relation to the environmental issues and the possibility to influence environmental decision making processes.

The highlights of this documentary should be: moving and motivational, highly produced by broadcasting standards preferably high-definition, colorful and fast paced, covering stories of 1 region, 6 countries/territories, nine hot spots locations and dozens of stories of regional community members from the most humble to the highest officials as they work to remediate the hot spots, strengthen regional, institutional and community cooperation or raise awareness on the need for education and support for this important cause.

1) The documentary will encompass three phases of the 30 months Programme life:

Phase I: Address the current state of the environmental hot spots. Dramatic, film-style field shots and interviews with local population, health care professionals and officials. The environmental situation in these hot spots is a direct cause of poor health and related poverty and presents a major barrier to future investments and related economic opportunities for the local population. Nothing would further the cause more than corroborating the facts and experiences of people on the spot.

Phase II: Fast paced and shot with high-definition cameras to capture the energy, diversity and personal motivation of the stakeholders' efforts to concretely work on remediation of each hot spot but also to raise awareness of the population in the region and funds to keep on with the Programme. Pick authentic voices showcasing the people, their issues and the members of society who are trying to make these changes. At the end of the day, the purpose of the entire documentary would be to create awareness for various sectors of government, lawmakers, institutions, business, donors & the general public that such a change is needed and that the reforms would benefit the regional environment, economy and society as a whole.

Phase III: Demonstrate the breadth and impact of services provided by the Regional Environmental Programme to diverse directions ranging from the poorest citizens in the areas most affected by pollution and degradation, through potential investors, new industrial players, regional environmental, social and economic authorities, etc... Stories of positive outcomes bridged with supporting comments from e.g. environmental experts, community leadership, UNDP staff, etc..

Final phase: Sound, color and pageantry blend with marvelous close-ups of newly remediated and renovated hot spots. Beautiful, sweeping shots of architecture and grounds combine with a convincing advocacy message.

- 2) The total running time of the documentary is to be determined (30min to 60 min).
- 3) Language requirements: The documentary scenario shall be prepared in English. Film's narration and subtitles/captions shall be prepared in both English and the languages officially spoken in the six mentioned countries/territories. Provision should be left to add other UN language(s). No voice-over will be edited over natural sound (IT tone).

Timing and Duration:

- 1) Ideally, the Contractor shall commence the work upon receipt and contractual signature of contract.
- 2) Total pre-production, production and post-production time (including interim reviews, narrative and final production) should be finalized by the end of 2009.
- 3) Active participation of relevant representatives of the Regional Programme Management Unit (PMU) and UNDP Country Offices in the six mentioned countries/territories is envisaged.
- 4) The rough cut of every phase of the documentary should be provided to Executive Producer, i.e. UNDP for review and comments, to the mentioned relevant representatives of Regional PMU, UNDP Country Offices and to a member of the Advisory Board of the Regional Programme in charge of Communications. UNDP only has a final cut.
- 5) Once final cut is green lighted and approved, Contractor shall complete the work and submit for UNDP's approval (legal consideration for broadcasting rights).
- 6) The quality of the documentary must be up to broadcast standards.
- 7) The Contractor shall provide full production-ready to air the product, i.e.: film, produce, edit, write and voice.
- 8) The Contractor shall submit a final version of the documentary film in one of broadcast standards, preferably in digital Beta.

Requirements and Qualifications:

The Offeror is expected to have the following qualifications:

- o Minimum of three (3) years work experience in the area of film/reportage/documentary writing, producing, directing and editing;
- o History of performance excellence regarding themes/target groups same/similar to the above mentioned ones;
- o Ability to operate under strict time limits;
- o Ability to effectively apply high production and technical standards for the purpose of maintaining high level of professionalism;
- o Ability to work in English language;
- o Successful materials filmed in the region would be an asset.

The Offeror is expected to provide:

- o Appropriate showreel from previous work;
- o References from previous clients (at least three, including contact information);
- o Brief information about previous experiences on similar programmes/projects and similar work for major multilateral/ or bilateral programmes;
- o Brief bios (CV) of the key people to be engaged in the production of documentary;
- o Documentary synopsis including description of research work plan (3 pages maximum);
- o Detailed filming plan and timetable of all phases in pre-production, production and post-production;
- o Price Schedules (Annex V) which should clearly explain the following details:
 - detailed technical information of the equipment intended for use: camera, light, sound, and other video production equipment, etc.
 - film crew costs and estimated days of shooting (locations: Bajza - Shkoder/Albania; Ugljevik Mine and Tuzla / Bosnia and Herzegovina; Bućim and Lojane Mines / FYR Macedonia; Lead and Zinc Tailing Mine Impound Mojkovac / Montenegro; Grand Bačka Canal – Vrbas and Kula / Serbia; Artana and Stari trg Mines / UN ATSCR 1244 Kosovo)



- Provide relevant information about editing process and the price of editing (off-line and on-line if needed)
- Information and the estimate of dubbing and subtitles captioning
- Relevant information and the estimate of post production process

Confidentiality:

The Offeror/Contractor undertakes to maintain confidentiality on all information that is not the public domain and shall not be involved in another assignment that represents a conflict of interest to the prevailing assignment.

The Contractor shall undertake to refrain from promoting any political or religious beliefs in the documentary movie which is the subject of this contract.

Annex V

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.'

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

Price Schedule:

| Description of Activity/Item | | Estimated Amount |
|------------------------------|---|------------------|
| 1. | Remuneration | |
| | 1.1 Pre-production | |
| | 1.1a Preparation of scenario / research work | |
| | 1.1b Scenario – screen play | |
| | 1.1c Selection of potential families/individuals to be filmed | |
| | 1.1d Etc. | |
| | 1.2 Production | |
| | 1.2a Filming | |
| | Technical details on camera, lighting, etc. | |
| | 1.2b Film crew costs | |
| | 1.2c Editing | |
| | Information on software and hardware intended for use, etc. | |
| | 1.3 Post-production | |
| | 1.3a Sound and picture, etc. | |
| | 1.3b Miscellaneous | |
| | 1.4 Etc. | |
| TOTAL | | |