Date: 22/9/2022

**REQUEST FOR QUOTATION**

**RFQ Nº UNFPA/PNG/RFQ/22/117**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

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UNFPA hereby solicits a quotation for the following service:

**Production of Documentary Series on PNG Culture**

UNFPA Papua New Guinea is looking to produce a series of up to four (4) 30 minute documentary episodes exploring culture, adolescence, and intergenerational dialogue, exploring questions of community and development. The first of these episodes will utilise the existing 15 minute documentary on the Bilum Campaign and extend this into a 30 minute piece.

Read the complete Terms of Reference in the Annex 2 (below) for details.

This Request for Quotation is open to all legally-constituted companies that can provide the requested service and have legal capacity to deliver in the country, or through an authorized representative.

1. **About UNFPA**

UNFPA, the United Nations Population Fund (UNFPA), is an international development agency that works to deliver a world where every pregnancy is wanted, every child birth is safe and every young person’s potential is fulfilled.

UNFPA is the lead UN agency that expands the possibilities for women and young people to lead healthy sexual and reproductive lives. To read more about UNFPA, please go to: [UNFPA about us](http://www.unfpa.org/about-us)

**Service Requirements/Terms of Reference (ToR)**

**Objectives and scope of the Services**

**Background: The Bilum Campaign and UNFPA**

UNFPA is the youth and sexual and reproductive health organisation of the United Nations. Our mission is to achieve a world in which every pregnancy is wanted, every childbirth is safe, and every young person’s potential is fulfilled. To advance this mission, UNFPA in Papua New Guinea is exploring how cultural practices impart messages of gender, community, and life milestones to form how women and girls, men and boys, understand and adopt the roles and attitudes that inform their health and wellbeing.

Through understanding and embracing the traditional forms of intergenerational dialogue of custom and ritual, UNFPA can better advocate for young people’s sexual and reproductive health and rights through a sensitive cultural lens. Importantly, UNFPA works with local storytellers who can speak on their experiences and who, in addition to documenting their culture, can speak to the lived tensions between cultural preservation and development and between elders and youth in Papua New Guinea today.

In 2021, UNFPA Papua New Guinea launched our Bilum Campaign. This campaign highlighted the experiences and traditional knowledge of women in Papua New Guinea through the medium of the bilum, documenting the meaning within traditional and modern bilum patterns. Bilum weaving is an important platform for intergenerational conversation on adolescence and reproductive health, with patterns designed to mark a girl’s journey into womanhood. This campaign included a documentary and a series of visibility materials and at the heart of the campaign was a documentary episode featuring the talented bilum weavers of Eastern Highlands province: https://png.unfpa.org/en/video/threads-bind-us-stories-bilums

**Scope of Work**

UNFPA Papua New Guinea is looking to produce a series of up to four (4) 30 minute documentary episodes exploring culture, adolescence, and intergenerational dialogue, exploring questions of community and development. The first of these episodes will utilise the existing 15 minute documentary on the Bilum Campaign and extend this into a 30 minute piece.

The four documentary episodes have been conceived in alignment with UNFPA's new Global Strategic Plan which addresses social norm change at a fundamental level to achieve the three transformative results, with a focus on "populations left behind and emphasizing reaching those furthest behind first" (ref p5 UNFPA SP 2022-2025). Building on the Bilum campaign, the episodes ensure that our work reflects social norms and traditions from both a male and female perspective with the intention of capturing traditional gendered rituals so that they can be understood and discussed in the context of a PNG that still bridges the distant past and the present. Through respectful, evidence-based intergenerational dialogues on adolescence, gender identities and empowerment in the context of PNG's development journey, the episodes are aimed at opening a dialogue about the importance of understanding/respecting cultural practices while facilitating positive change in social norms and attitudes to reduce harmful practices, increase bodily autonomy and promote access to reproductive health for all.

The episodes are both a continuation of, and will be complementary to, the Bilum Campaign. The four episodes will form a coherent story, linked to UNFPA’s mandate and showing Papua New Guineans as leaders of development and cultural conversations in their own communities.

1 x 15 minutes of additional content for the completion of a 30 minute documentary episode on the hidden meaning behind the bilums, reflecting female status in traditional societies.

1 x 30 minute documentary episode on male rites of passage in the Momase Region

1 x 30 minute documentary episode on rites of passage in the New Guinea Islands

1 x 30 minute documentary episode on rites of passage in Southern Region

UNFPA will provide connections to the storytellers who will be involved in the production, guidance on the final product, and all relevant logos and branding. The filmmakers will work directly with the storytellers to organise schedules and all relevant permissions for filming in the communities.

**Deliverables**

The following deliverables will be developed in partnership with identified communities:

1 x 30 minute documentary series on the hidden meaning behind the bilum

1 x 30 minute documentary episode on male rites of passage in the Momase Region

1 x 30 minute documentary episode on rites of passage in the New Guinea Islands

1 x 30 minute documentary episode on rites of passage in Southern Region

**Questions**

Questions or requests for further clarifications should be submitted in writing to the contact person below:

|  |  |
| --- | --- |
| Name of contact person at UNFPA: | *Rachel Donovan* |
| Tel Nº: | *71020012* |
| Email address of contact person: | *donovan@unfpa.org* |

The deadline for submission of questions is Tuesday 4 October Questions will be answered in writing and shared will parties as soon as possible after this deadline.

1. **Eligible Bidders**

This Request for Quotation is open to all eligible bidders; to be considered an eligible bidder for this solicitation process you must comply with the following:

* A bidder must be a legally-constituted company that can provide the requested services and have legal capacity to enter into a contract with UNFPA to deliver in the country, or through an authorized representative.
* A bidder must not have a conflict of interest regarding the solicitation process or with the TORs / Technical Specifications. Bidders found to have a conflict of interest shall be disqualified.
* At the time of Bid submission, the bidder, including any JV/Consortium members, is not under procurement prohibitions derived from the [Compendium of United Nations Security Council Sanctions Lists](https://www.un.org/securitycouncil/content/un-sc-consolidated-list) and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any [UN Organization](http://www.ungm.org/) or the [World Bank Group](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors).
* Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](http://www.un.org/Depts/ptd/pdf/conduct_english.pdf).
1. **Content of quotations**

Quotations should be submitted via a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid **separately** from their Financial Bid containing the price information. Each envelope shall consist of a single email whenever possible, depending on file size.

1. Technical proposal, in response to the requirements outlined in the service requirements / TORs.
2. Price quotation, to be submitted strictly in accordance with the price quotation form.

Both parts of the quotation must be signed by the bidding company’s relevant authority and submitted in PDF format.

1. **Instructions for submission**

Proposals should be prepared based on the guidelines set forth in Section III above, along with a properly

filled out and signed price quotation form, and are to be sent by email to the contact person indicated

below no later than 5 October 2022, 5pm Port Moresby Time. Submissions must be sent to this address ONLY. Emails sent to, or copying, any other email address will not be accepted.

|  |  |
| --- | --- |
| Name of contact person at UNFPA: | *Procurement Officer* |
| Email address of contact person: | *Png-procurement@unfpa.org* |

Please note the following guidelines for electronic submissions:

* The following reference must be included by the Bidder in the email subject line:
	+ RFQ Nº UNFPA/PNG/RFQ/22/117– [Company name], Technical Bid
	+ RFQ Nº UNFPA/PNG/RFQ/22/117 - [Company name], Financial Bid
	+ Submissions without this text in the email subject line may be rejected or overlooked and therefore not considered.
* It is the Bidder’s responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid’s misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.
* The total email size may not exceed **20 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
* Any quotation submitted will be regarded as an offer by the bidder and does not
constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.
* Please do **NOT** send the emails containing your offer to any other email address (not even as a copy (CC) or blind copy (BCC)); otherwise UNFPA will not be able to guarantee confidentiality and fair and transparent handling of your bid. UNFPA reserves the right to reject bids sent via the appropriate channel but copied or blind copied to other email addresses.
1. **Overview of Evaluation Process**

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated and scored first, prior to the evaluation and scoring of price quotations

**Technical Evaluation**

Technical proposals will be evaluated based on their responsiveness to the service requirements /TORs listed in Section II and in accordance with the evaluation criteria below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Criteria** | [A] Maximum Points | [B]Points obtained by Bidder | [C]Weight (%) | [B] x [C] = [D]Total Points |
| Technical capacity to produce high-quality audio-visual content of 30 minutes duration | 100 |  | 40% |  |
| Experience in documentary production, demonstrating effective storytelling and structure  | 100 |  | 40% |  |
| Experience in producing content related to social or cultural issues in Papua New Guinea with demonstrated awareness for cultural sensitivities, confidentiality, and respect | 100 |  | 20% |  |
| *Grand Total All Criteria* | 500 |  | 100% |  |

The following scoring scale will be used to ensure objective evaluation:

|  |  |
| --- | --- |
| **Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted** | **Points** **out of 100** |
| Significantly exceeds the requirements | 90 – 100 |
| Exceeds the requirements | 80 – 89  |
| Meets the requirements | 70 – 79 |
| Partially meets the requirements | 1 – 69 |
| Does not meet the requirements or no information provided to assess compliance with the requirements | 0 |

**Financial Evaluation**

Price quotes will be evaluated only for bidders whose technical proposals achieve a minimum score of 50-70 points in the technical evaluation.

Price quotes will be evaluated based on their responsiveness to the price quote form. The maximum number of points for the price quote is 100, which will be allocated to the lowest total price provided in the quotation. All other price quotes will receive points in inverse proportion according to the following formula:

|  |  |  |
| --- | --- | --- |
| Financial score = | Lowest quote ($) | X 100 (Maximum score) |
| Quote being scored ($) |

## Total score

The total score for each proposal will be the weighted sum of the technical score and the financial score. The maximum total score is 100 points.

|  |
| --- |
| Total score = [70%] Technical score + [30%] Financial score |

1. **Award Criteria**

In case of a satisfactory result from the evaluation process, UNFPA intends to award a Purchase Order to the Bidder(s) that obtain the highest total score.

1. **Right to Vary Requirements at Time of Award**

UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the volume of services specified in this RFQ without any change in unit prices or other terms and conditions.

1. **Payment Terms**

UNFPA payment terms are net 30 days upon receipt of invoice and delivery/acceptance of the milestone deliverables linked to payment as specified in the contract.

1. [**Fraud and Corruption**](http://www.unfpa.org/about-procurement#FraudCorruption)

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA’s policy regarding fraud and corruption is available here: [Fraud Policy](https://www.unfpa.org/sites/default/files/admin-resource/Eths_Fraud_policy.pdf). Submission of a proposal implies that the Bidder is aware of this policy.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required.  Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records.  Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.

A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](http://web2.unfpa.org/help/hotline.cfm).

1. **Zero Tolerance**

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](http://www.unfpa.org/about-procurement#ZeroTolerance).

1. **RFQ Protest**

Bidder(s) perceiving that they have been unjustly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint directly to the Chief, Supply Chain Management Unit at procurement@unfpa.org.

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Operations Manager, Godwin Francis, at francis@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Supply Chain management Unit at procurement@unfpa.org.

1. **Disclaimer**

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).

**PRICE QUOTATION FORM**

|  |  |
| --- | --- |
| **Name of Bidder:** |  |
| **Date of the quotation:** | Click here to enter a date. |
| **Request for quotation Nº:** | RFQ Nº UNFPA/PNG/RFQ/22/117 |
| **Currency of quotation :** | USD |
| **Delivery charges based on the following 2020 Incoterm:**  | Choose an item. |
| **Validity of quotation:***(The quotation must be valid for a period of at least 3 months after the submission deadline* |

* Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

Example Price Schedule below: *[Delete after properly completing the Price Schedule, also develop excel version]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Number & Description of Staff by Level | Hourly Rate | Hours to be Committed | Total |
| 1. Professional Fees
 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Professional Fees* | $$ |
| 1. Out-of-Pocket expenses
 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| *Total Out of Pocket Expenses* | $$ |
| ***Total Contract Price*** *(Professional Fees + Out of Pocket Expenses)* | $$ |

*Vendor’s Comments:*

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ Nº UNFPA/PNG/RFQ/22/117including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

|  |  |  |
| --- | --- | --- |
|  | Click here to enter a date. |  |
| Name and title | Date and place |

**ANNEX I:**

**General Conditions of Contracts:**

**De Minimis Contracts**

This Request for Quotation is subject to UNFPA’s General Conditions of Contract: De Minimis Contracts, which are available in: [English,](http://www.unfpa.org/resources/unfpa-general-conditions-de-minimis-contracts) [Spanish](http://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20De%20Minimis%20Contracts%20SP_0.pdf) and [French](http://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20De%20Minimis%20Contracts%20FR_0.pdf)

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNFPA.  The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA 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 UNFPA or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNFPA.

**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 UNFPA.

**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 UNFPA for all sub-contractors.  The approval of UNFPA 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 UNFPA 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 UNFPA as additional insured;

1. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA.

(iii) Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior toany cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNFPA 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 UNFPA 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 UNFPA shall rest with UNFPA and any such equipment shall be returned to UNFPA at the conclusion of this Contract or when no longer needed by the Contractor.  Such equipment, when returned to UNFPA, 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 UNFPA for equipment determined to be damaged or degraded beyond normal wear and tear.

**11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNFPA 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.  At the UNFPA’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 UNFPA in compliance with the requirements of the applicable law.

**12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA OR THE UNITED**

**NATIONS**

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

**13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

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 UNFPA, shall be treated as confidential and shall be delivered only to UNFPA authorized officials on completion of work under this Contract.

1. The Contractor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA 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**

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.

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 UNFPA, of such occurrence or change if the Contractor is thereby rendered unable, wholly or inpart, to perform its obligations and meet its responsibilities under this Contract.  The Contractor shall also notify UNFPA 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, UNFPA 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.

1. 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, UNFPA 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**

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.

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

1. In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA 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.

1. 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, UNFPA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith.  The Contractor shall immediately inform UNFPA 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**

1. 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**

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 UNFPA to determine a mutually acceptable procedure.

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

1. **CHILD LABOUR**

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.

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

1. **MINES**

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 11 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.

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

**21.  OBSERVANCE OF THE LAW**

1. 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**

1. 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 UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.

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**Terms of Reference**

**Accelerating UNFPA’s Mission Through Culture**

**Production of Documentary Series**

**Context: The Bilum Campaign and UNFPA**

UNFPA is the youth and sexual and reproductive health organisation of the United Nations. Our mission is to achieve a world in which every pregnancy is wanted, every childbirth is safe, and every young person’s potential is fulfilled. To advance this mission, UNFPA in Papua New Guinea is exploring how cultural practices impart messages of gender, community, and life milestones to form how women and girls, men and boys, understand and adopt the roles and attitudes that inform their health and wellbeing.

Through understanding and embracing the traditional forms of intergenerational dialogue of custom and ritual, UNFPA can better advocate for young people’s sexual and reproductive health and rights through a sensitive cultural lens. Importantly, UNFPA works with local storytellers who can speak on their experiences and who, in addition to documenting their culture, can speak to the lived tensions between cultural preservation and development and between elders and youth in Papua New Guinea today.

In 2021, UNFPA Papua New Guinea launched our [Bilum Campaign](https://png.unfpa.org/en/bilumcampaign). This campaign highlighted the experiences and traditional knowledge of women in Papua New Guinea through the medium of the bilum, documenting the meaning within traditional and modern bilum patterns. Bilum weaving is an important platform for intergenerational conversation on adolescence and reproductive health, with patterns designed to mark a girl’s journey into womanhood. This campaign included a documentary and a series of visibility materials and at the heart of the campaign was a documentary episode featuring the talented bilum weavers of Eastern Highlands province: <https://png.unfpa.org/en/video/threads-bind-us-stories-bilums>

**Episodes**

UNFPA Papua New Guinea is looking to produce a series of up to four (4) 30 minute documentary episodes exploring culture, adolescence, and intergenerational dialogue, exploring questions of community and development. The first of these episodes will utilise the existing 15 minute documentary on the Bilum Campaign and extend this into a 30 minute piece.

The four documentary episodes have been conceived in alignment with UNFPA's new Global Strategic Plan which addresses social norm change at a fundamental level to achieve the three transformative results, with a focus on "populations left behind and emphasizing reaching those furthest behind first" (ref p5 UNFPA SP 2022-2025). Building on the Bilum campaign, the episodes ensure that our work reflects social norms and traditions from both a male and female perspective with the intention of capturing traditional gendered rituals so that they can be understood and discussed in the context of a PNG that still bridges the distant past and the present. Through respectful, evidence-based intergenerational dialogues on adolescence, gender identities and empowerment in the context of PNG's development journey, the episodes are aimed at opening a dialogue about the importance of understanding/respecting cultural practices while facilitating positive change in social norms and attitudes to reduce harmful practices, increase bodily autonomy and promote access to reproductive health for all.

The episodes are both a continuation of, and will be complementary to, the Bilum Campaign. The four episodes will form a coherent story, linked to UNFPA’s mandate and showing Papua New Guineans as leaders of development and cultural conversations in their own communities.

1 x 15 minutes of additional content for the completion of a 30 minute documentary episode on the hidden meaning behind the bilums, reflecting female status in traditional societies.

1 x 30 minute documentary episode on male rites of passage in the Momase Region

1 x 30 minute documentary episode on rites of passage in the New Guinea Islands

1 x 30 minute documentary episode on rites of passage in Southern Region

UNFPA will provide connections to the storytellers who will be involved in the production, guidance on the final product, and all relevant logos and branding. The filmmakers will work directly with the storytellers to organise schedules and all relevant permissions for filming in the communities.

**Deliverables**

The following deliverables will be developed in partnership with identified communities:

1 x 30 minute documentary series on the hidden meaning behind the bilum

1 x 30 minute documentary episode on male rites of passage in the Momase Region

1 x 30 minute documentary episode on rites of passage in the New Guinea Islands

1 x 30 minute documentary episode on rites of passage in Southern Region

**Proposals**

UNFPA is seeking proposals for the production of the four documentary episodes. Submissions should include:

* a detailed financial proposal inclusive of all production and post-production costs
* a technical proposal outlining
	+ The filmmaker’s experience in producing similar content in Papua New Guinea
	+ Links to existing documentary content showcasing the filmmaker’s familiarity with documentary storytelling within traditional Papua New Guinea cultures is essential
	+ The prospective approach to completing the stated deliverables

All storytellers and locations must be agreed with UNFPA. Filming schedules are subject to change based on storyteller’s availability.

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**Informed Consent**

The filmmakers must receive informed consent from persons and communities appearing in the film and follow the advice of the local storytellers as to the sensitivities of filming the rituals covered in the film. The filming of peoples, rituals, spirit houses, and other culturally-sensitive materials must receive prior consent from the communities involved and this consent must be recorded (either in writing or on film).

**Intellectual Property**

All interviews and content produced in the course of the documentary series remain the property of UNFPA and may be reproduced with the written permission of UNFPA Papua New Guinea.