



Request for Proposals (RFP)

Date: 19/06/2009

Dear Sir/Madam,

Subject: Victim Empowerment Advocacy / Cartoon Story-Line Advisor

- 1) You are requested to submit a proposal for a consultancy contract entitled “Victim Empowerment Advocacy / Cartoon Story-Line Advisor”, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached 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 comprising of technical proposal and financial proposal, *in separate sealed envelopes*, should reach the address listed below no later than Tuesday, 14 July 2009, at 12:00 noon.

UNITED NATIONS DEVELOPMENT PROGRAMME [UNDP]

ATT: Nokufa Matiloane

*Operations Associate
Metro Park Building
Schoemann Street 351
P.O. Box 6541,
Pretoria 0001
South Africa
Phone: 012-354-8003
Fax: 866-364-967*

Compliance with the deadline for the submission of applications must be evidenced either by the date of dispatch, the postmark or the date of the deposit slip. In case of hand-deliveries, the deadline of receipt is at 12:00 hours as evidenced by the signed and dated receipt. Any application submitted after the deadline will automatically be disqualified.

4. If you request additional information, we would endeavor 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,

Ms Nokufa Matiloane
United Nations Development Programme [UNDP]
P.O. Box 6541
Pretoria 0001
South Africa

Instructions to Offerors

A. Introduction

1. General

UNODC seeks to recruit a ‘VE Advocacy / Cartoon Story Line Advisor’ capable of advising a team of artists / storyline writers on (1) VE issues that lend themselves to be converted into VE advocacy images and stories for increasing public awareness about victims’ rights and struggles in South Africa; and (2) ‘constructive advocacy practice’ that must be modelled through cartoon stories to citizen readers, thereby inspiring readers themselves to transform themselves into ‘positive bystanders’ and activists that contribute to the protection of victims’ lives in South Africa.

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

Proposals must offer services for the total requirement. 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 organization’s mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization’s response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.

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.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

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/French/Spanish language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English/French/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /French /Spanish translation shall govern.

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 in accordance with the requirements stipulated in the enclosed ToR (see Annex III below, pp. 19 – 23).

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 it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

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 two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two 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 authorized to bind the Offeror to the contract. The latter authorization 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 initialed 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 (20% upon signing of contract, 35% upon achievement of first set of milestones, 35% upon second set of milestone, and 10% upon submission of a final project report.

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 –

*United Nations Development Programme [UNDP]
Attn: Nokufa Matiloane
Operations Associate
Metro Park Building
Schoemann Street 351
P.O. Box 6541,
Pretoria 0001
South Africa
Phone: 012-354-8003
Fax: 866-364-967*

and,

(b) marked with –

“Tender: Victim Empowerment Advocacy / Cartoon Story-Line Advisor – DO NOT OPEN.”

(c) Both inner 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.

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 *Tuesday, 14 July 2009, at 12:00 noon*.

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 disqualified.

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 the procuring UNDP entity.

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.

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 utilized 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 Terms of Reference (TOR) (see below Annex III, pp. 19 – 23).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the optimum value for money for the proposal.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Consultant	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 Consultant 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.

Form 1: Expertise of Consultant

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of consultant submitting proposal							
1.1	Competence/Reliability of Consultant	50					
1.2	General VE project and advocacy work experience which informs the consultant's ability to inform and guide the team of cartoon artists and story writers.	100					
1.3	Work experience with mass media, journalists, artists to communicate Victim Empowerment Messages to the broader population.	100					
1.4	VE Project Work Experience across South African regions	100					
1.5	Work History for UNDP/ major multilateral/ or bilateral programmes	50					
		400					

Form 2: Proposed Work Plan

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?	100					
2.2	Have the important aspects of the task been addressed in sufficient detail?	50					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a assessment of the project environment and was this data input properly used in the preparation of the proposal?	100					
2.5	Is the conceptual framework adopted appropriate for the task?	80					
2.6	Is the scope of task well defined and does it correspond to the TOR?	150					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100					
		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 organization and activity concerned.

23. Performance Security Check

The selected contractor will be subjected to a Performance Security Check. A "Performance Security Form" will be signed by the contractor and attached to the project contract.

24. Sub-Contracting

Should a bidder propose to sub-contract to other service providers, and subsequently be awarded the contract, note must be taken that under no circumstances will the sub-contractors have direct access/contact to UNDP or UNODC offices or representatives.

25. 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.

26. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

27. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract. Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

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 fulfill 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. 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 to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 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.

**Project Title:
Support to South Africa's Victim Empowerment Programme
(VEP)**

**Project Number:
XAMT15**

REQUEST FOR APPLICATION FOR TECHNICAL SERVICES

**For a Victim Empowerment Advocacy /
Cartoon Story-Line Advisor**

JUNE / JULY 2009

TERMS OF REFERENCE FOR SERVICE PROVIDERS

VICTIM EMPOWERMENT ADVOCACY / CARTOON STORY-LINE ADVISOR

1. OBJECTIVES

UNODC seeks to recruit a 'VE Advocacy / Cartoon Story Line Advisor' capable of advising a team of artists / storyline writers on (1) VE issues that lend themselves to be converted into VE advocacy images and stories for increasing public awareness about victims' rights and struggles in South Africa; and (2) 'constructive advocacy practice' that must be modelled through cartoon stories to citizen readers, thereby inspiring readers themselves to transform themselves into 'positive bystanders' and activists that contribute to the protection of victims' lives in South Africa.

2. BACKGROUND

The Government of South Africa's Victim Empowerment Programme (VEP) aims to address the high rates of criminal victimization, in South Africa. Victim Empowerment was identified as one of the Governments' priority programmes in the 1996 National Crime Prevention Strategy (NCPS). According to the NCPS, the main purpose of the VEP is to facilitate the establishment and integration of interdepartmental/inter-sectoral programmes and policies for the support, protection and empowerment of victims of crime and violence. In order to support the VEP, the European Union has funded a three-year Victim Empowerment *Project* in support of the overall Programme, to be implemented by the United Nations Office on Drugs and Crime. The overall project objective has thus been defined as follows: *"The Victim Empowerment Programme has contributed to building safe and peaceful communities, strengthening a human rights culture and provides more effective, multi-sectoral, coordinated responses to victims of crime and trauma, particularly children.* The project is funded by the European Union and implemented by United Nations Office on Drugs and Crime [UNODC] in partnership with the Department of Social Development [DSD]. Both the DSD VEP program and the UNODC VEP project have provincial coordinators mandated to implement the project across the nine provinces.

In his State of the Nation Address, 2007, the then President of South Africa, H.E. Thabo Mbeki noted that the abuse of women and children continues at an unacceptable level. Gender based violence, especially threats directed at women and children, such as sexual and domestic violence, remains a serious concern in South Africa. A South African study shows that one woman is killed by her intimate partner every six hours. This amounts to one of the highest intimate homicide rates that have been reported anywhere in the world.¹ The country also continues to experience one of the highest overall crime rates in the world, particularly rape. Every year, over 50,000 (more than 54,000 cases in year 2005) rapes are reported to the police, making the country's rate of sexual violence also one of the highest in the world.² The actual picture, however, is much worse given that gender-based crimes as recorded by the police reflect only a small percentage of the actual incidence of sexual victimization. A South African study of survivors of gender-based abuse shows that just under a third of the women (30%) had been to the police despite the fact that 89% felt that what was done to them was a crime.³ Violence against women, in particular rape, constitutes one of the most underreported types of crime. Nevertheless, the recorded number of cases of rape reported to the police in South Africa increased by 21.6% between 1994 and 2005. Last, but not least, young men aged 18 – 32 years of age are most vulnerable to victimization, and similarly represent the gender category and age group that in comparison produces most perpetrators. Crime prevention strategies must consider those gender and age groups particularly prone to contribute to tomorrow's generation of perpetrators of crime.

¹ Shanaaz Mathews, Naeemah Abrahams, Lorna J. Martin, Lisa Vetten, Lize van der Merwe and Rachel Jewkes, *A National Study of Female Homicide in South Africa*, MRC Policy Brief No.5, June 2004.

² South Africa shows the highest rate of rape of all countries that participated in the Eighth United Nations Survey of Crime Trends and Operations of Criminal Justice Systems, covering the period 2001-2002, <http://www.unodc.org/pdf/crime/eighthsurvey/8pc.pdf>

³ Sandra Bollen, Lillian Artz, Lisa Vetten and Antoinette Louw, *Violence Against Women in Metropolitan South Africa, A Study on Impact and Service*, Monograph No 41, September 1999.

3. PURPOSE AND SPECIFIC OUTCOMES OF THE VE PROJECT

The specific purpose of the UNODC program of assistance is to contribute to the process of turning the victim empowerment policy documents into concrete action benefiting victims of crime and thereby contributing to the building of safe and peaceful communities. The specific programme purpose has been defined as follows:

“To improve the implementation of victim empowerment policies in South Africa by building capacity, improving coordination and strengthening relations between the government and civil society organizations (CSO’s) and thereby improving services to victims, especially women and vulnerable children”.

A total of five outcomes, associated outputs and performance indicators have been identified:

- Outcome 1: Implementation plans for VEP policies developed, VE policies and implementation plans disseminated and mass awareness on VE policy created by the end of the project.
- Outcome 2: Improved coordination between victim empowerment government departments both vertically and horizontally and with CSOs.
- Outcome 3: The capacity of government staff to implement policies and comply with minimum standards in all relevant Government departments is strengthened.
- Outcome 4: The capacity of the National and Provincial Departments of Social Development and Victim Empowerment Coordinators of other government agencies to manage, coordinate and lead the governments VEP is strengthened.
- Outcome 5: Improving the capacity of CSO’s in delivering services to victims of crime.

4. SCOPE OF WORK AND EXPECTED OUTPUT OF THE SERVICES REQUESTED IN THIS RFP

UNODC has launched an initiative of developing a series of cartoon stories which shall illustrate the relevance of the standards enshrined in Victim Empowerment Policies for protecting and supporting South African victims of crime. Cartoons present the preferred communication for reaching out to adult and adolescent South Africans in both marginalized urban as well as rural areas, in view of the fact that literacy rates are low, and because the cartoon format presents a user-friendly format to reach the largest variety of adult and adolescent citizens. Stories presented in a cartoon story format can be quickly studied and easily shared in family households. The cartoons to be produced will contain pictures, story lines and a language that is understandable and likeable by readers of the general public. UNODC intends to eventually print the cartoons in high quantities, to arrange for their translation into national languages, and to arrange for their distribution through institutional networks working in Victims Empowerment (Government Offices, CSOs, One-Stop Centres, Hospitals, Schools, Police Stations, etc.). UNODC shall contract a team of artists/consultants capable of developing and testing culturally-adequate cartoon stories depicting South African citizens (government officials, CSO members, community leaders, pupils, and youth) engaging in *pro-active and constructive advocacy initiatives for the adequate implementation and operationalisation of Victim Empowerment Policies* in South Africa.

Mindful of the complexities surrounding women abuse and victim empowerment issues in general, UNODC deems it important to recruit – in addition – a ‘VE Advocacy through Cartoon Development Advisor’ who distinguishes her/himself through at least 7 years of advocacy work and management experiences in the field of victim empowerment and social work. He/she has had the opportunity to witness many incidents of successful and also less successful VE policy implementation efforts. UNODC feels that it is these kind of experiences that ideally prepare an advocacy expert to advise a team of artists (1) on the substance and content of the cartoon stories to be developed by the artist team; (2) what kind of themes and issues need to be converted into stories and images to ultimately increase awareness about victims’ rights and struggles in South Africa; and (3) how to ‘model’ to citizen-readers the kind of advocacy practice needed for protecting victims’ lives in South Africa.

1.) Proposed Methodology:

Interested Service Provider(s) are requested to propose a materials development and production work plan in line with this RFP’s proposal writing guidelines containing the following characteristics or elements:

1. A 15 – 20 page essay (Times Roman Font, 12 pt; double-spaced; Top & Bottom Margins 2.5 cm; Right and Left Margin 3 cm) responding to the following questions:
 - What kind of victim advocacy stories would you want to recommend to a team of cartoon artists (story line writers as well as illustrators) that (1) depict situations where victim empowerment policies (such as the Victims Charter) are not adequately being implemented; AND (2) where a South African citizen is able to make a difference by engaging in constructive and competent advocacy to make a difference in a victim's or many victims' lives? Provide at least 5 examples.
 - How does a 'Victim Empowerment Advocacy through Cartoon Development Advisor' need to interact with a team of artists who are competent professionals but not experts in the field of victim empowerment? Where would you need to exert leadership? Where do you think you would need to follow the advice of the team of artists? How would you balance assertiveness with dialogue, listening and meaningful consultation?
 - Social activists pride themselves of defending victims rights, but not all of them present positive models of 'constructive advocacy'. How can you help to develop cartoons that acknowledge and communicate in a respectful and unbiased manner the complexities of Victim Empowerment leadership and governance issues, rather than drawing exaggerated, oversimplified and superficial portraits of 'heroes' and 'failures' as far institutional and individual Victim empowerment performance is concerned?
 - How would you want to conduct and run a testing phase of cartoon material drafts (in different cultural and social contexts) prior to putting them into print?

2.) Proposed Management and Operationalisation Plan

The management / operationalization plan must contain the following components

2. Problem Statement regarding lack of awareness of VEP Policies across South Africa;
3. Propose a tentative work plan which includes
 - Consultative meetings with the objective to produce at least seven story lines
 - Monitoring work in progress
 - Researching effectiveness and impact of material drafts

N.B. The requested service provision must not exceed the time frame of 50 working days (extension can be considered if there is an acknowledged need and permitting availability of funding).
4. Present a logical framework that lists outputs, success indicators, means of verification and assumptions, as they relate to the overall objective of the consultancy.
5. Define Risks/Issues
6. Explain / justify why you consider yourself best suited to serve as a VE Advocacy / Story-Line Advisor.

3.) Proposed Reporting Structure

7. Propose a structure for reporting back to UNODC (in accordance with contractually-agreed outcomes and outputs) in accordance with your project logframe.

4.) Enclosures:

- 5.) Consultant's CV: The CV must highlight VE project management, advocacy, communication as well as 'work-with-mass media' experiences .

5.) Budget / Resource Plan

Present – ***in a separate, sealed envelope*** – your proposed your ‘daily rate’. Kindly note that it is UNDP policy to negotiate fee ranges for National Consultants / Individual Contractors based on the following salary scale:

Level	Qualifications / Experience	MONTHLY RANGES		DAILY RANGES	
		Minimum	Maximum	Minimum	Maximum
NO-A	Univ. degree; 1 year professional experience	ZAR 29,322.-	ZAR 41,535.-	ZAR 1,348.-	ZAR 1,910.-
NO-B	Univ. degree; 2 year professional experience	ZAR 35,907.-	ZAR 51,130.-	ZAR 1,651.-	ZAR 2,351.-
NO-C	Advanced Univ. degree; 5 year professional experience	ZAR 45,922.-	ZAR 64,951.-	ZAR 2,111.-	ZAR 2,986.-
NO-D	Advanced Univ. degree; 8 year professional experience	ZAR 58,441.-	ZAR 82,227.-	ZAR 2,627.-	ZAR 3,781.-

(N.B. it is not necessary to include travel or per-diems as these costs will be covered in accordance with UNODC rules and regulations).

5. REQUIRED EXPERTISE OF THE SERVICE PROVIDER

The consultant to be engaged in advising the team of cartoon artists and story writers on how to conceptualize the cartoon series should have the following characteristics:

- Understanding of the dynamics of victim empowerment in South Africa, as well as rich repertoire of VE advocacy and victims protection anecdotes.
- Relevant research skills for testing materials in diverse cultural settings and sometimes challenging environments.
- Knowledge of government policies and instruments for VEP implementation.
- Gender, cultural balance, sensitivity, and language skills.
- A high standard of professionalism.
- Ability to perform in sometimes challenging social environments.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

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.

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.

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