



## ANNEX I

### **REQUEST FOR PROPOSAL Ukraine: Promoting IHL through Immersive Learning Tools Submission Guidance**

#### **1. SCOPE OF WORK:**

As part of its 2024 Ukraine Programme Strategy, GC aims to strengthen its innovation pillar and is seeking a suitable consulting company to co-create innovative digital tools to supplement its training programmes. GC Ukraine seeks to develop digital tools or platforms leveraging virtual reality, gamification, or other innovative technologies to enhance the dissemination and training of International Humanitarian Law (IHL) and the Law of Armed Conflict (LoAC).

There is a growing consensus that interactive and practical approaches, such as gamification, offer significant benefits for teaching IHL/LoAC. Innovative digital tools that leverage the immersive and interactive nature of gaming can enhance understanding, engagement, and retention of key humanitarian norms and principles among combatants. By gamifying the learning experience, IHL concepts can be presented dynamically, motivating learners to actively participate and explore the content. This interactive learning approach enables participants to experience the complexities of armed conflict firsthand in a safe learning environment, encouraging critical thinking and problem-solving skills as they navigate ethical dilemmas and apply IHL/LoAC principles in simulated scenarios.

As such, GC invites proposals from organizations with expertise in digital technology, multimedia production, and humanitarian education to develop cutting-edge digital tools or products that engage and educate on IHL/LoAC. The objective is to create educational materials that encourage practical thinking and consideration around the application of IHL. The digital tools will leverage innovative technologies and social media to influence fighters, allowing them to access the information on their smartphones. The content produced must be inspired by real situations in armed conflict faced by fighters, presenting scenarios where the viewer must make quick decisions related to IHL/LoAC. By employing immersive learning experiences via creative teaching approaches, GC seeks to foster long-lasting changes in the knowledge, attitudes, and behavior of combatants.

Ultimately, GC Ukraine seeks a service provider to lead the production of scenario-based simulations aimed at promoting understanding and internalization of IHL principles and values. The selected provider will develop a series of IHL-themed scenarios that present participants with realistic challenges and dilemmas encountered in armed conflict. Scenarios should cover a range of topics, including the protection of civilians, treatment of prisoners of war, and rules of engagement.

The precise content and structure of the digital tools can be proposed by the applying service provider and will be determined in collaboration with GC Ukraine. The desired outcome is to enhance understanding, engagement, and retention of key humanitarian norms and principles while motivating active participation and exploration. Ultimately, GC aims to achieve long-lasting positive changes in the knowledge, attitudes, and behavior among combatants.

## 2. PROPOSAL GUIDELINES:

Interested agencies, organizations, and individuals are invited to submit comprehensive proposals that align with the objectives previously outlined. It is imperative that submitting organizations possess proven experience in developing immersive learning platforms that deliver engaging, first-person interactive experiences and digital tools tailored for educational purposes, particularly within the realms of humanitarian or conflict-related contexts. Notably, GC's primary target demographic comprises combatants.

Proposals must be meticulously structured into two distinct sections and submitted accordingly: a financial proposal and a technical proposal. Submissions should also include links to prior work and projects that demonstrate relevant experience, alongside a comprehensive list of references to support the submission.

For clarity on submission requirements, please refer to sections 2.C and 2.B of the document. Sections 3-8 are provided solely for reference to ensure full transparency in GC's decision-making process and the critical aspects of Geneva Call's contracting stipulations. Additional details regarding contracting specifics will be clarified during the contract review and negotiation phase.

### **A. The TECHNICAL PROPOSAL (Approximately 4,000-5,000 words) must contain the following:**

#### **a. Profile:**

- a. Provide an overview of your company, its experience, and track record in delivering similar database development projects. Include a summary of key achievements.
- b. Include legal registration information of the company/Contractor, such as business registration number and any relevant licensing information. This should verify the legal status of your organization and confirm eligibility to undertake projects of this nature.

#### **b. Concept and Design:**

- a. Provide a detailed overview of the proposed digital-tool concept, including key features and suggested gameplay mechanics.
- b. Discuss how the platform will provide immersive, first-person interactive experiences.

#### **c. Technical Approach:**

- a. Provide a detailed description of the proposed approach or digital tool.
- b. Describe the design, development methodology, and technologies to be used.
- c. Highlight any unique technological features that will set the platform apart.

#### **d. Educational Content:**

- a. Describe how IHL/LoAC principles will be integrated into the gameplay experience.
- b. Suggest types of scenarios, decision points, and IHL principles that will be included.

#### **e. Project Timeline:**

- a. Present a detailed project plan with key milestones, deliverables, and estimated timelines.

- b. Provide a Gantt chart or other visual timeline if possible.
- f. **Language**  
Have the capacity to provide translation for the deliverables both in English and Ukrainian
- g. **Relevant Experience and Qualifications:**
  - a. Provide information about the development team, including relevant experience, qualifications, and expertise in game development, education, and IHL/LoAC.
  - b. Include brief biographies of key team members.
- h. **Links to Similar Work and Projects:**
  - a. Include links to previous similar work and projects demonstrating your organization's expertise.
- i. **References:**
  - a. Provide a list of references, including contact details and project descriptions.

**B. The FINANCIAL PROPOSAL (Approximately 500-1,000 words) must contain the following:**

- 1. **Cost Breakdown:**
  - a. Provide a detailed cost breakdown, including all relevant expenses for the complete project.
  - b. Breakdown costs by development phase or key deliverable.
- 2. **Payment Schedule:**
  - a. Define a clear payment schedule aligned with key milestones and deliverables.
- 3. **Additional Expenses:**
  - a. Identify any additional expenses that may arise during the project's lifecycle.
- 4. **Management:**  
Provide the resumes of the key members of the management team of the company

**3. ELIGIBILITY CRITERIA:**

**A. Technical Expertise and Experience:**

- 1. **Contractors must demonstrate a proven track record of expertise in at least one of the following areas:**
  - a. Digital technology
  - b. Multimedia production
  - c. Software development
- 2. **Particular emphasis should be placed on experience in the design and development of immersive learning platforms.**

**B. Understanding of IHL/LoAC Context and Challenges:**



1. Applicants must show a comprehensive understanding of the specific context and challenges related to IHL/LoAC dissemination and training.
2. Prior experience in humanitarian education, IHL/LoAC dissemination, capacity-building, advocacy, or related fields is required.

### **C. Overall Proposal Suitability:**

1. Proposals will be evaluated based on how clearly they address the project's scope and needs as described herein.
2. A clear understanding of the project scope and the ability to meet deliverables and timelines must be demonstrated.

### **D. Team Composition:**

1. The qualifications and experience of the proposed project team should be clearly outlined.
2. Bidders will be evaluated on the documented technical expertise and experience of their staff.

### **E. Understanding of the Humanitarian Sector:**

1. Demonstrate an understanding of the humanitarian sector and the ability to work in an agile development environment.
2. Show sensitivity to handling sensitive topics and audiences in the educational content.

## **4. EVALUATION AND SELECTION PROCESS:**

### **A. Initial Screening:**

1. **Purpose:** Ensure proposals comply with submission guidelines.
2. **Process:**
  - a. Check for completeness and adherence to submission requirements.
  - b. Verify eligibility criteria, including technical expertise and experience.
3. **Outcome:** Incomplete or non-compliant proposals are disqualified.

### **B. Technical Proposal Evaluation:**

1. **Purpose:** Assess the technical quality of the proposal.
2. **Criteria:**
  - a. **Technical Expertise and Experience (20%):**
    1. Track record in digital technology, multimedia production, and software development.
    2. Experience in developing immersive learning platforms.
  - b. **Understanding of IHL/LoAC Context (15%):**
    1. Understanding of IHL/LoAC dissemination and training challenges.
    2. Experience in humanitarian education or advocacy.

- c. **Overall Proposal Suitability (20%):**
    1. Clear understanding of project scope and needs.
    2. Ability to meet deliverables and timeline.
  - d. **Concept and Design (20%):**
    1. Quality and feasibility of the proposed digital tool concept.
    2. Creativity in gameplay mechanics.
  - e. **Team Composition (15%):**
    1. Relevant experience and qualifications of team members.
    2. Technical expertise of staff.
  - f. **Project Timeline (10%):**
    1. Realistic project plan with milestones and deliverables.
3. **Scoring:**
- a. Each criterion is scored on a scale of 0-5.
  - b. Weighted based on the percentages above for a total technical score.

## C. Financial Proposal Evaluation:

1. **Purpose: Ensure the financial proposal is realistic and aligns with the technical proposal.**
2. **Criteria:**
  - a. **Cost Breakdown (40%):**
    1. Detailed cost structure.
    2. Realistic budget aligned with deliverables.
  - b. **Payment Schedule (10%):**
    1. Logical schedule linked to milestones.
  - c. **Additional Expenses (10%):**
    1. Identification of extra costs.
  - d. **Budget Justification (20%):**
    1. Clear rationale behind major costs.
  - e. **Financial Management Capacity (20%):**
    1. Overview of the Contractor's internal financial capacities.
3. **Scoring:**
  - a. Financial proposals are scored on a scale of 0-5.
  - b. Weighted for a total financial score.

## D. Final Scoring and Selection:

In the financial scoring and selection process, the final decision will be made by combining both technical and financial scores to ensure a comprehensive evaluation of each proposal. The bidder with the highest total score, demonstrating both a strong capability to meet the project requirements and the best value, will be selected in accordance with Geneva Call's policies to ensure value-for-money.



## **5. TERMS AND CONDITIONS:**

### **A. Contract Scope:**

- 1. The anticipated contract will cover the development of an immersive learning platform focused on IHL/LoAC dissemination and training.**
- 2. The Contractor shall deliver all services and products as outlined in the approved proposal.**

### **B. Payment Terms:**

- 1. Standard payment terms of Geneva Call apply (30-day credit).**
- 2. Payment will be made according to the approved schedule which may be structured accordingly or per agreement between GC and the Contractor.**

### **C. Key Milestones and Deadlines:**

- 1. Initial Deliverables:**
  - a. Certain deliverables must be completed and delivered by 31 December 2024 to meet project funding requirements.**
- 2. Final Project Delivery:**
  - a. The final project must be completed and delivered by 31 March 2025.**
- 3. Any delays must be communicated to the Client promptly, with a proposed revised timeline for approval.**

### **D. Warranties:**

- 1. Pending agreement on the criteria set between the Contractor and the Client during the contracting phase, the Contractor warrants that:**
  - a. The delivered platform will be free from material defects and conform to the agreed specifications.**
  - b. Ongoing technical maintenance and support may be requested as necessary**
  - c. All software will be developed in compliance with applicable laws and regulations.**
  - d. No third-party intellectual property will be knowingly infringed.**

### **E. Intellectual Property Rights:**

- 1. The Client retains ownership of all intellectual property related to the project concept and content.**
- 2. The Contractor shall transfer ownership of all deliverables to the Client upon final payment.**
- 3. The Contractor may retain a non-exclusive license to use the platform for portfolio purposes, subject to the Client's prior approval.**

### **F. Change Requests:**



1. The Client may request changes to the project scope.
2. The Contractor shall evaluate change requests and provide a written cost and timeline estimate for approval.
3. Agreed changes shall be documented as amendments to the contract.

#### **G. Dispute Resolution:**

1. In case of disputes, and per the final contract, both parties agree to:
  - a. First attempt informal resolution through negotiation.
  - b. If unresolved, proceed to mediation with a neutral third party.
  - c. If mediation fails, resolve through binding arbitration under Swiss Law

#### **H. Termination:**

1. The Client may terminate the contract for convenience with 30 days' written notice.
2. The Contractor may terminate the contract if the Client fails to make payments or breaches material terms.
3. In the event of termination, the Contractor shall be paid for all completed work up to the termination date.

#### **I. Liability and Indemnification:**

1. The Contractor shall indemnify the Client against any claims arising from:
  - a. Intellectual property infringement.
  - b. Bodily injury or property damage caused by the Contractor's negligence.
2. The Client's total liability to the Contractor shall not exceed the total contract value.

#### **J. Force Majeure:**

1. Neither party shall be liable for failure to perform due to unforeseen events beyond their control, such as natural disasters, wars, or government actions.
2. Affected parties must notify the other party promptly and make reasonable efforts to mitigate the impact.

#### **K. Governing Law and Jurisdiction:**

1. This contract shall be governed by the laws of Switzerland.
2. Any legal proceedings shall be brought in the courts of Geneva, Switzerland.

#### **L. Contract Management:**

1. The deliverables and project will be managed by Geneva Call Ukraine.
2. The contract will be awarded from Geneva, Switzerland.

## **M. Entire Agreement:**

- 1. The contract shall represent the entire agreement between the Client and the Contractor.**
- 2. Any amendments or modifications must be made in writing and signed by both parties.**

## **6. IMMATERIAL RIGHTS AND CONFIDENTIALITY:**

### **A. Immaterial Rights**

#### **1. Definition of Immaterial Rights**

- a.** "Immaterial rights" refer to all intellectual property rights, including but not limited to software, discoveries, inventions, methods, processes, product/design plans, and any other form of intellectual property that the Consultant contributes to or creates in connection with this Assignment.
- b.** The Consultant is obligated to promptly inform GC of any intellectual property or rights thereto.

#### **2. Transfer of Immaterial Rights**

- a.** Under this Agreement, the Consultant hereby assigns all immaterial rights to GC, and GC accepts all rights to the intellectual property, including the right to:
  1. Initiate legal proceedings for losses and other remedies in cases of infringement or misuse of any of the immaterial rights.
  2. Retain compensatory damages.
- b.** This assignment applies to all written and visual material prepared by the Consultant during the Assignment period. Such material is to be handed over to GC immediately upon the termination of the Assignment Contract.
- c.** GC has the right to use all material produced in connection with this Assignment without any additional charge.
- d.** The Consultant shall not receive any special compensation for transferring these material rights to GC.
- e.** Upon termination of the contract, all material in the Consultant's possession that belongs to GC shall be returned to GC unless otherwise agreed in writing.

### **B. Confidentiality**

#### **1. Confidentiality Obligation**

- a.** The Consultant agrees to keep all project information confidential and not disclose it to any third party without GC's written consent.

#### **2. Confidentiality Duration**

- a.** This confidentiality obligation remains in effect indefinitely during and after project completion.





## **7. THIRD PARTY PERFORMANCE REVIEWS AND AUDIT**

### **A. Performance Review**

- 1. In addition to internal performance measures, Geneva Call reserves the right to require an independent evaluation of the Contractor's performance.**
- 2. Geneva Call may engage independent third parties to audit contract service levels.**
- 3. The Contractor shall cooperate fully with any third-party audit and agrees that all information shared with Geneva Call may also be shared with the third-party auditor.**

### **B. Financial Audit**

- 1. Geneva Call will require the Contractor to retain all financial documents related to the costs and revenues of its account for the standard financial data retention period in the country of incorporation.**

## **8. CONTRACT**

### **A. Clarification of Sections 5-7**

- 1. Sections 5 to 7 of this RFP will be further clarified and should not be considered representative of any binding commitments at the RFP stage. They merely provide an overview of the expected conditions of the arrangements to be established between GC and the Contractor.**
- 2. Despite project management being undertaken by GC Ukraine, contracting will be executed between GC and the Contractor from GC's headquarters in Geneva, Switzerland, and subject to applicable laws and regulations.**
- 3. GC may terminate the contract resulting from this solicitation, or any services under such contract, without prejudice to any other rights or remedies, by giving thirty (30) days written notice to the Contractor.**

## **9. DISCLAIMER**

The information provided in this Request for Proposal (RFP) is presented for informational purposes only and does not constitute a binding commitment by Geneva Call (GC). Sections 5-7 offer a general overview of expected conditions and are subject to further clarification during the contract negotiation phase.

GC reserves the right to accept or reject any proposal, partially or in its entirety, or to cancel the solicitation process at any stage without liability to the proposing organizations. All



awards will be contingent on GC's contractual terms and conditions, the availability of donor funding, and a final Services Agreement executed between GC and the Contractor.