



Date: April 7<sup>th</sup>, 2019

## **REQUEST FOR QUOTATION RFQ N° UNFPA/EGY/RFQ/19/006**

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following service:

### **Production of Public Auditions Events for TV Drama Series as per required Terms of Reference (TORs) attached herein under as Annex B**

UNFPA is seeking a firm to create an interactive and engaging campaign to recruit new faces from talented young people to take part as actors and actresses in the above mentioned T.V series. The company will be introducing a full concept for doing three days of public auditions for young people across three governorates as agreed with UNFPA, pairing the public auditions with daily activities for the mass public attending the auditions with all required logistical preparations.

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

#### **I. 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 childbirth 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](#)

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

##### **Objectives and scope of the Services**

- **Background information**

Egypt is the most populous country in North Africa and the Arab world, the third most populous in Africa (after Nigeria and Ethiopia) and is currently facing a "youth bulge".

Egypt's national population growth is straining the country's economic, environmental resources and presents a challenge to the country's efforts to halt the deteriorating socio-economic situation. From 2006 to 2017, the population grew by 22.8 million, from 72 million to 94.8 million with a current growth rate of 2.4 percent per year. In absolute terms, the population of Egypt has increased by over 20 million in just 10 years. This steady increase threatens to hinder all development efforts with major implications on quality of life and on basic services including education, health, housing, and water.

One proven method to reach the target population and increase their knowledge and comfort with contraception and sexual health is through a multi-pronged platform centered on a television program. This model includes a unique television series, which addresses contraception and sexual health, as well as supporting a 360-degree Surround and Engage Platform (360SEP) including, radio programming, music, engagement of celebrities, peer education, professional opportunities, social media, web, and national support lines.

- **Scope of work**

UNFPA has initiated the Edutainment programme with the support in the establishment phase with the MTV Staying alive foundation to contextualize the 360 SEP campaign in to the national context of Egypt.

- **Deliverable(s) Please refer to attached detailed required deliverables:**

- Casting call is announced on social media platforms
- Selection criteria of young talents set by company for the filtering process
- Sheet with roles and responsibilities during auditions events developed and communicated to UNFPA
- Agenda of the events finalized including room set-up and activities
- Evaluation committee sheet drafted and shared with UNFPA
- List of pre-selected candidates for the auditions is communicated to UNFPA and the production company
- Submission of final lists of short-listed talents as selected by the committee and casting directors and original file of the evaluation sheets
- Photo and video documentation material shared with UNFPA

- **Activities, Please refer to attached detailed activities:**

***The firm shall carry out the following tasks, in coordination with the relevant UNFPA and the production company team:***

- Develop and execute the proposed interactive concept for the events of public auditions campaign activities;
- Carry on the filtering process of received applications for the auditions
- Prepare and implement the agreed on activities in collaborate with UNFPA and the production company;
- Document the public auditions campaign (Documentation plan needs to be prepared as part of the technical proposal).
- Outreach to young persons and community members to participate in the public auditions and the campaign activities.

***Public Auditions Events Execution Plan; Pre , During and after events:***  
**Coordination and reporting**

- **Time Frame:**

- The public auditions events to take place between 17<sup>th</sup> till 25<sup>th</sup> of April 2019 in three governorates: Cairo, Alexandria and Aswan. The pre- public audition week activities to take place per the submitted work-plan by vendors.

## II. Questions

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

Name of contact person at UNFPA:	<i>Ms. Noha El-Maraghy</i>
Tel N°:	<i>+20225223969</i>
Email address of contact person:	<i>elmaraghy@unfpa.org</i>

The deadline for submission of questions is **Tuesday 9<sup>th</sup> of April 2019 at 23:00 Cairo Time.**

Questions will be answered in writing and shared will parties as soon as possible after this deadline.



### III. Content of quotations

Quotations should be submitted in a single e-mail whenever possible, depending on file size. Quotations must contain:

- a) Technical proposal, in response to the requirements outlined in the service requirements / TORs.
- b) 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.

### IV. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section IV above, along with a properly filled out and signed price quotation form, are to be sent by e-mail to the contact person indicated below no later than : **Thursday 11<sup>th</sup> of April 2019 at 14:00 Cairo Time**

Name of contact person at UNFPA:	Ms. Noha El Maraghy
Email address of contact person:	<a href="mailto:egypt.tenders@unfpa.org">egypt.tenders@unfpa.org</a>

Please note the following guidelines for electronic submissions:

The following reference must be included in the email subject line: RFQ N° UNFPA/EGY/RFQ/19/006 –

**Production of Public Auditions Events for TV Drama Series;** Proposals that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.

- The total e-mail size may not exceed **10 MB (including e-mail 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.

### V. 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 attained by Bidder	[C] Weight (%)	[B] x [C] = [D] Total Points
Technical approach, methodology and level of understanding of the objectives of the project	100		20%	
Work plan/time scales given in the proposal and its adequacy to meet the project objectives	100		20%	
Professional experience of the staff that will be employed to the project proving demonstrated expertise in evaluation and related processes (CVs, etc.)	100		15%	
Specific experience and expertise relevant to the assignment	100		30%	
Profile of the company and relevance to the Project.	100		15%	
<i>Grand Total All Criteria</i>	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 [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:

$$\text{Financial score} = \frac{\text{Lowest quote (\$)}}{\text{Quote being scored (\$)}} \times 100 \text{ (Maximum score)}$$

### 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

**VI. Award Criteria**

UNFPA shall award a Professional Service Contract on a fixed-cost basis; for the duration of ONE Month only, to the Bidder(s) that obtain the highest total score.

**VII. 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.

**VIII. 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.

**IX. Fraud and Corruption**

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](#). 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](#).

**X. 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](#).

**XI. RFQ Protest**

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 Head of the Business Unit Aleksandar Bodiroza, Egypt Country Office Representative [bodiroza@unfpa.org](mailto:bodiroza@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, Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org).

**XII. 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

<b>Name of Bidder:</b>	
<b>Date of the quotation:</b>	<a href="#">Click here to enter a date.</a>
<b>Request for quotation N°:</b>	UNFPA/EGY/RFQ/19/006
<b>Currency of quotation :</b>	EGP
<b>Validity of quotation:</b>	<i>3 months after the submission deadline</i>

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

Item	Description	Number & Description of Staff by Level	Daily Rate	Days to be Committed	Total
<b>1. Professional Fees</b>					
	Detailed casting auditions cost				
	Detailed documentation cost				
	Detailed Management fees				
	Others ( please specify)				
<i>Total Professional Fees</i>					EGP
<b>2. Out-of-Pocket expenses</b>					
	Detailed Travel CAI/ALEX & CAI/ASWAN				
	Detailed Internal transportation cost				
	Detailed Accommodation cost				
	Others ( please specify)				
<i>Total Out of Pocket Expenses</i>					EGP
<b>Total Contract Price</b> <i>(Professional Fees + Out of Pocket Expenses)</i>					EGP

*Vendor's Comments:*

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ UNFPA/EGY/RFQ/19/006- Production of Public Auditions Events for TV Drama Series, including 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.

	<a href="#">Click here to enter a date.</a>
Name and title	Date and place



## ANNEX A

### GENERAL CONDITIONS OF CONTRACT DE MINIMIS CONTRACTS DE MINIMIS CONTRACTS REV.: MAY 2012

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.

2. **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.

3. **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.

4. **SUBCONTRACTING:** 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.

5. **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, 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 worker'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.

#### 6. INSURANCE AND LIABILITY:

6.1 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.

6.2 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.

6.3 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.

6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

6.4.1 Name UNFPA as additional insured;

6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

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

6.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 6.

7. **ENCUMBRANCES AND 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 to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNFPA.

8. **EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNFPA to the Contractor for the performance of any obligations under the Contract shall rest with UNFPA, and any such equipment shall be returned to UNFPA at the conclusion of the 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, and the Contractor shall be liable to compensate UNFPA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

#### 9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

9.1 Except as is otherwise expressly provided in writing in the Contract, 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, processes, inventions,





ideas, know-how, or documents and other materials which the Contractor has developed for UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNFPA does not and shall not claim any ownership interest thereto, and the Contractor grants to UNFPA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

9.3 At the request of UNFPA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of the applicable law and of the Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Contract.

**10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and UNFPA, or any abbreviation of the name of the United Nations and UNFPA in connection with its business or otherwise without the written permission the United Nations and UNFPA.

**11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser's prior written consent; *and*,

11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, including UNFPA, the Contractor will give UNFPA sufficient prior notice of a request for the disclosure of Information in order to allow UNFPA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UNFPA may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the





Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

### 13. TERMINATION:

13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

13.2 UNFPA may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by UNFPA for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

13.3 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.

13.4 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, UNFPA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of UNFPA under the Contract or otherwise.

14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNFPA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNFPA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

### 16. SETTLEMENT OF DISPUTES:

16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining.

The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such



interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the 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 Article II, 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 restrictions, 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 exemptions of UNFPA from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UNFPA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and the UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written 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, and UNFPA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNFPA and paid by the Contractor under written protest.

**19. MODIFICATIONS:** Pursuant to the Financial Regulations and Rules of UNFPA, only the Chief of the Procurement Services Branch of UNFPA or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of UNFPA to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of UNFPA or such other contracting authority.

**20. AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA or the United Nations or by other authorized and qualified agents of UNFPA or the United Nations at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

20.2 UNFPA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA or the United Nations hereunder.

**21. LIMITATION ON ACTIONS:**

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**22. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNFPA to terminate the Contract or any other contract with UNFPA immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**23. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its obligations under the Contract. Should any authority external to UNFPA seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify



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P.O. 11435 Egypt  
E mail: [egypt.tenders@unfpa.org](mailto:egypt.tenders@unfpa.org)  
Website: <http://www.unfpa.org>

UNFPA and provide all reasonable assistance required by UNFPA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNFPA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations and UNFPA.

**24. OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNFPA any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNFPA or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

**25. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA, as such obligations are set forth in the United Nations and UNFPA vendor registration procedures.

**26. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

**27. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**28. SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UNFPA shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **Annex B: Terms of Reference Production of Public Auditions Events for TV Drama Series**

### **1. Background:**

Egypt is the most populous country in North Africa and the Arab world, the third-most populous in Africa (after Nigeria and Ethiopia) and is currently facing a "youth bulge"<sup>1</sup>. Egypt's national population growth is straining the country's economic, environmental resources and presents a challenge to the country's efforts to halt the deteriorating socio-economic situation. From 2006 to 2017, the population grew by 22.8 million, from 72 million to 94.8 million with a current growth rate of 2.4 percent per year. In absolute terms, the population of Egypt has increased by over 20 million in just 10 years.<sup>2</sup> This steady increase threatens to hinder all development efforts with major implications on quality of life and on basic services including education, health, housing, and water.

Approximately 61% of the population is under the age of 30, and 40% is between the ages of 10 and 29<sup>3</sup>. Ensuring this population accesses contraception is critical for them to reach their greatest potential. Without access and use of contraception, youth, girls and young women in particular, are at high-risk of unintended pregnancies and life altering sexually transmitted diseases, all of which perpetuate other societal challenges including, gender inequity, decreased school enrollment, and poverty.

The distinction between unmarried and married youth is particularly relevant in the Egyptian context, as generally unmarried youth are excluded from assessments related to contraception since they are considered not being sexually active. Despite contraception and family planning services are readily available to all married women, a high contraceptive usage discontinuation rate and a host of barriers have ensured that greater efforts are required. These barriers are mainly the lack of follow up on medical care, lack of awareness on the use of contraceptives and lack of education on different types of contraceptives. Recent analysis indicates that there are approximately one million unwanted and/or mistimed pregnancies every year and 79.5% of all married youth are not using contraceptives<sup>4</sup>. If the current annual population growth rate of 2.5% continues, Egypt's population will hit 120 million in 2030.

Addressing this growth would require significant interventions to address and change social norms around the optimum family size, values and habits related to social relations affecting family formation, reproduction, and gender roles.

One proven method to reach the target population and increase their knowledge and comfort with contraception and sexual health is through a multi-pronged platform centered on a television program. This model includes a unique television series, which addresses contraception and sexual health, as well as

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<sup>1</sup> UNDP in Egypt. (2017). About Egypt. [online] Available at: <http://www.eg.undp.org/content/egypt/en/home/countryinfo.html> [Accessed 22 Jun. 2017].

<sup>2</sup> The Central Agency for Public Mobilization and Statistics (CAPMAS). Egypt National Census.(2017) Issue108.

<sup>3</sup> Popcouncil.org. (2017). Survey of Young People in Egypt | Population Council. [online] Available at: <http://www.popcouncil.org/research/survey-of-young-people-in-egypt> [Accessed 22 Jun. 2017].

<sup>4</sup> Egypt FP2020 Core Indicator Summary Sheet: 2016



supporting a 360-degree Surround and Engage Platform (360SEP) including, radio programming, peer education, professional opportunities, social media, web, and national support lines.

Television and soap operas are key instruments to reach out to a large number of audiences and disseminate key messages in Egypt, particularly for UNFPA's target audience. With a vibrant print and audio-visual content production sector, the media industry in Egypt is well established in the Arab region<sup>5</sup>. For example, in terms of advertising, television constituted in 2011 25% of the total advertising, which evidences the high importance of this medium in order to reach out to UNFPA's main target audience. Egyptians spend a significant amount of time watching television with 40% of people watching up to four hours of TV daily. Drama series is the third most watched genre, reaching 18%, and among women it is the second preferred genre, after movies.

Additionally, Egyptians spend nearly three hours a day online, with internet usage particularly high among the younger generations<sup>6</sup>. With more than 50% of the Arab region's population being below the age of 25, this group is driving the media consumption and engages with content via multiple digital tools, among them social networks, mobile applications and online videos. The youth in the region have embraced new media as a tool to reach societal and lifestyle ambitions<sup>7</sup>.

"MTV Shuga", programme, implemented by the MTV Staying Alive Foundation is a living example of an effective 360 SEP campaign that has been effectively monitored, evaluated, and demonstrated positive results in Sub Saharan Africa. More than shifts attitudes, it has demonstrated behavior change with clinical impact including a 6% reduction in teen pregnancy in as little as 18 months and reduction of 58% in chlamydia infections in the 6 months after having watched MTV '16 and Pregnant' and MTV Shuga respectively<sup>8</sup>.

UNFPA has initiated the Edutainment programme with the support in the establishment phase with the MTV Staying alive foundation to contextualize the 360 SEP campaign in to the national context of Egypt.

UNFPA is seeking a firm to create an interactive and engaging campaign to recruit new faces from talented young people to take part as actors and actresses in the above mentioned T.V series. The company will be introducing a full concept for doing three days of public auditions for young people across three governorates as agreed with UNFPA, pairing the public auditions with daily activities for the mass public attending the auditions with all required logistical preparations.

## **2. Tasks to be performed under this contract:**

The firm shall carry out the following tasks, in coordination with the relevant UNFPA staff:

### **1) The firm shall carry out the following tasks, in coordination with the relevant UNFPA and Production company team:**

- To further develop the proposed interactive concept for the events of public auditions campaign activities.
- Collaborate with UNFPA and the production company to prepare and implement the agreed on activities

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<sup>5</sup> Arab Media Outlook 2011-2015: Arab Media: Exposure and Transition.  
<http://www.arabmediaforum.ae/userfiles/EnglishAMO.pdf> p 137

<sup>6</sup> Arab Media Outlook 2011-2015 p 143.

<sup>7</sup> Arab Media Outlook 2011-2015 p 19.

<sup>8</sup> National Bureau of Economic Research, 2014; World Bank, 2017

- Document the public auditions campaign. Documentation plan needs to be prepared as part of the technical proposal.
- Outreach to young persons and community members to participate in the public auditions and the campaign activities.

**2) Public Auditions Events Execution Plan:**

**a. Pre- public auditions activities “casting call”:**

The below activities needs to be included in the proposed concept for the campaign execution (no limitations on adding more activities depending on the proposed concept)

- Management of casting call developed by UNFPA on social media platforms (including needed media buying by the company) for young people to submit casting one/two minutes videos showing their talent. The company is responsible of ensuring wide outreach to young talents across various governorates.
- Development of the selection criteria and evaluation forms for received casting applications by young people nationwide
- Managing the filtering process of received videos.
- Coordinating the pre-selection process with UNFPA and The Production company responsible team.
- Contacting all identified and relevant stakeholders to insure wide participation of youth in the process.
- The company will be arranging for contacting and inviting the pre-selected young people to the public auditions with a distribution of around 100-150 young people per event in each identified governorate
- The company will be cooperating with UNFPA and the production company to form the screening committees to audition the above mentioned number each day, noting that The Production company will provide casting directors in each event.
- The company will be preparing closely with UNFPA for parallel activities during each day of the public auditions to raise awareness around the issues UNFPA works on and mentioned in the introduction segment of the terms of reference.
- The company will be supporting the participation of celebrities and figures to encourage the applying youth on the days of the event. One celebrity or figure for each
- The company will be responsible of the development of the public auditions agenda in each event and its distribution and visibility during the day
- The company will be responsible for all logistical requirements for all the above mentioned activities and any other proposed activities inclusive to obtaining any governmental or unions permissions that could be required to conduct the campaign.

All the above will be submitted and approved by UNFPA in a proper work-plan including execution dates and venues.

**b. During Auditions activities:**

- Execution of the agreed on work plan.
- Insuring success and smooth execution with high visibility and publicity levels with the relevant media partners.
- The firm will be responsible to provide required staff and personnel to successfully implement the campaign.
- The firm will insure proper documentation of the events by production of short video and submission of photo documentation (covering the activities, auditions and public figures engagement)



- The company will be responsible of the overall event management and coordination to ensure that casting directors and audition rooms cover designated number of applications in each governorate
- The company will be responsible of the venue set-up and the development and distribution of evaluation sheets to be used in audition rooms

**c. After Auditions activities:**

- Handing all documentation materials (Visual, audio, print ...etc.) to UNFPA
- Producing three minutes hot-mix video of the campaign activities.

**3. Technical proposal requirements:**

- Narrative word document explaining the proposed vision, along with the detailed proposed activities and events.
- Operational plan with realistic time-table.
- List of key figures or celebrities the firm can get to be part of the public auditions week events.

**4. Target group:**

Egyptian young people (age 16- 35 years old) from All governorates in Egypt.

**5. Areas of performance:**

The campaign week to be hosted according to the following dates:

- 17<sup>th</sup> of April in Cairo
- 22<sup>nd</sup> of April in Aswan
- 24<sup>th</sup> of April in Alexandria

**6. Coordination and reporting:**

The firm will be contracted by UNFPA Egypt and will report to UNFPA Edutainment Programme team.

UNFPA will be providing the following support to the vendor to complete the assignment:

- Close follow up and monitoring throughout the assignment
- Preparing any required official documents or correspondences to be submitted by the vendor to governmental entities for permissions or any other governmental requirements.
- Attending all meetings per the vendor requests with possible media partners and sponsors.
- Provide technical input at all stages of preparations and work execution.

**7. Requirements:**

- At least 5 years previous experience in coordinating and executing large scale campaigns and events.
- Previous work with UN organizations is required
- Experience in film production, casting, art direction is required
- Experience in working with young people is an asset.
- Experience in working in family planning, GBV, FGM or any topic under reproductive health or similar field is an asset.

**Time Frame:**

- The public auditions events to take place between 17<sup>th</sup> till 25<sup>th</sup> of April. The pre- public audition week activities to take place per the submitted work-plan by vendors.



- The delivery will be according to the below table:

Date	Required Deleivrables
<b>12 April 2019</b>	<ol style="list-style-type: none"> <li>1. Casting call is announced on social media platforms</li> <li>2. Selection criteria of young talents set by company for the filtering process</li> <li>3. Sheet with roles and responsibilities during auditions events developed and communicated to UNFPA</li> </ol>
<b>15 April 2019</b>	<ol style="list-style-type: none"> <li>1. Casting call deadline</li> <li>2. Evaluation committee with UNFPA and The Production company is set to select young talents</li> <li>3. Agenda of the events finalized including room set-up and activities</li> <li>4. Evaluation committee sheet drafted and shared with UNFPA</li> </ol>
<b>17 April 2019</b>	<ol style="list-style-type: none"> <li>1. List of pre-selected candidates for the auditions is communicated to UNFPA and the production company</li> <li>2. Venue set-up confirmed in all three governorates</li> </ol>
<b>30 April 2019</b>	<ol style="list-style-type: none"> <li>1. Submission of final lists of short-listed talents as selected by the committee and original file of the evaluation sheets</li> </ol>
<b>8 May 2019</b>	<ol style="list-style-type: none"> <li>1. Photo and video documentation material shared with UNFPA</li> </ol>