



Empowered lives.
Resilient nations.

**REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)**

UNDP RBEC, IRH	DATE: 28 August 2017
	REFERENCE: UNDP-IRH-RFP-2017-11

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Production of Video Clips for Outspoken Project.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **8 September 2017** and via email to the address below:

**United Nations Development Programme
Ms.Tugce Akpek – Procurement Associate
procurement.irh@undp.org**

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days.

Proposals submitted by email must be limited to a maximum of [10] MB, virus-free and no more than [3] email transmissions. They must be free from any form of virus or corrupted contents, or the proposals shall be rejected.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.



*Empowered lives.
Resilient nations.*

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Mr. Andrey Pogrebnyak
Operations Manager
28 August 2017



Empowered lives.
Resilient nations.

Annex 1

Description of Requirements

Context of the Requirement	<i>Production of Video Clips for Outspoken Project</i>
Brief Description of the Required Services ¹	Production of nine (9) video clips
Expected duration of work	2 months after Contract commencement
Target start date	Monday, September 18, 2017
Latest completion date	Monday, November 20, 2017
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal ²	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP.

¹ A detailed TOR is attached in Annex 4.

² Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.



Empowered lives.
Resilient nations.

	The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																							
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																							
Payment Terms	<table><tr><th>Del. Nr.</th><th>Activities to be Performed</th><th>Deliverable Description</th><th>Target Date for Submission to UNDP IRH</th><th>Payment</th></tr><tr><td rowspan="5">I</td><td>1. Selection of subjects who will participate in the project (in collaboration with UNDP IRH).</td><td rowspan="5">Concept of scenarios and visual style</td><td rowspan="5">18 September 2017</td><td rowspan="5">15 % of the total payment</td></tr><tr><td>2. Preparation of scenarios (name of subject and theme covered) and draft storylines for each video clip.</td></tr><tr><td>3. Submit mock-ups of 3 illustration concepts for the final product.</td></tr><tr><td>4. Provide up to two rounds of revisions based on feedback from UNDP.</td></tr><tr><td>5. Finalize scenarios for each clip and illustration style for final product in collaboration with UNDP IRH.</td></tr><tr><td>II</td><td>6. Identify and secure filming studio for the recording session in one of the Western Balkans cities or Istanbul agreed upon with UNDP IRH. Facilitate transportation,</td><td>Recorded video footage and transcripts</td><td>16 October 2017</td><td>45 % of the total payment</td></tr></table>					Del. Nr.	Activities to be Performed	Deliverable Description	Target Date for Submission to UNDP IRH	Payment	I	1. Selection of subjects who will participate in the project (in collaboration with UNDP IRH).	Concept of scenarios and visual style	18 September 2017	15 % of the total payment	2. Preparation of scenarios (name of subject and theme covered) and draft storylines for each video clip.	3. Submit mock-ups of 3 illustration concepts for the final product.	4. Provide up to two rounds of revisions based on feedback from UNDP.	5. Finalize scenarios for each clip and illustration style for final product in collaboration with UNDP IRH.	II	6. Identify and secure filming studio for the recording session in one of the Western Balkans cities or Istanbul agreed upon with UNDP IRH. Facilitate transportation,	Recorded video footage and transcripts	16 October 2017	45 % of the total payment
Del. Nr.	Activities to be Performed	Deliverable Description	Target Date for Submission to UNDP IRH	Payment																				
I	1. Selection of subjects who will participate in the project (in collaboration with UNDP IRH).	Concept of scenarios and visual style	18 September 2017	15 % of the total payment																				
	2. Preparation of scenarios (name of subject and theme covered) and draft storylines for each video clip.																							
	3. Submit mock-ups of 3 illustration concepts for the final product.																							
	4. Provide up to two rounds of revisions based on feedback from UNDP.																							
	5. Finalize scenarios for each clip and illustration style for final product in collaboration with UNDP IRH.																							
II	6. Identify and secure filming studio for the recording session in one of the Western Balkans cities or Istanbul agreed upon with UNDP IRH. Facilitate transportation,	Recorded video footage and transcripts	16 October 2017	45 % of the total payment																				



Empowered lives.
Resilient nations.

		accommodation and visas (as applicable) for the subjects.			
		7. Manage make-up and styling for all subjects on the day of filming (as needed).			
		8. Provide and coordinate the appropriate human resources and technological equipment (recording equipment, lighting, microphones) for recording of all footage necessary for the final video products. It is expected that all materials will be recorded with high definition professional camera, professional audio and professional lighting equipment and other equipment as needed.			
		9. Direct and record the 9 stories (between 20 and 30 minutes of footage each) with input from UNDP IRH.			
		10. Provide translation services during the filming (as needed). Produce transcripts from			



Empowered lives.
Resilient nations.

		native languages to English for each interview (as needed).			
	III	11. Produce the 9 final illustrated clips of up to 2 minute length with English subtitles.	Final platform with 9 illustrated clips	20 November 2017	40 % of the total payment
		12. Produce and deliver the web platform hosting the 9 videos. Domain and hosting will be provided by UNDP IRH.			
		13. Provide up to two rounds of feedback for UNDP IRH on the clips and the platform.			
		14. Deliver the 9 clips in two formats: an HD mp4 file with English subtitles, and a web-friendly mp4 file with English subtitles.			
		15. Deliver the platform with the 9 videos uploaded.			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager and Communication Team				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract				



Empowered lives.
Resilient nations.

Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 15% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 35% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 20% <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
Deadline for Submission of Proposals	Friday, September 08, 2017
Method for Submitting Proposals	<p>Proposers are requested to submit their offers in pdf format to the email address given at page 1- Letter part of this document.</p> <p>Description:</p> <p>Please ensure that Financial Proposal part of this RfP will be secured/encrypted by a password and will be provided upon the request from Proposer. Proposers, who are invited to send the Financial Proposal document password, are found Technically Compliant. Financial Proposal documents which are not secured/encrypted by a password will be disqualified. Password is only applicable for Financial Proposal. Technical proposals will not be password protected.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider



Empowered lives.
Resilient nations.

Annexes to this RFP ³	<input checked="" type="checkbox"/> Description of Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁴ <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Financial Proposal (Annex 5) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 6)
Contact Person for Inquiries (Written inquiries only) ⁵	<p><i>Ms. Tugce Akpek</i> <i>Procurement Associate</i> <i>procurement.irh@undp.org</i></p> <p>Clarification requests must be submitted 3 days before the deadline.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

³ Where the information is available in the web, a URL for the information may simply be provided.

⁴ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



Empowered lives.
Resilient nations.

Technical Grid

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	15%	150
2.	Proposed Methodology, Approach and Implementation Plan	35%	350
3.	Management Structure and Key Personnel	20%	200
Total			700

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Company Presentation Documents	25
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Human Resources - Registration Documents - age/size of the firm - strength of project management support - project financing capacity - project management controls 	45
1.3	Extent to which any work would be subcontracted (if applicable, a detail description of the subcontracted tourism agent's for event meeting arrangements of the video filming.)	10
1.4	Any Related Business Certificates of Company	10
1.5	Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects (not limited to UN and/or NGOs) - Experience on Projects in the Region (National, International Projects) 	60
		150

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	Proposed time schedule of the project	30
2.2	Video filming strategy and technology to be used	50



Empowered lives.
Resilient nations.

2.3	Selection method of guests who will be main characters of video clips	50
2.4	Proposed travel arrangements for all the guests/project staff	40
2.5	Proposed scenario for the project	100
2.6	Proposed planning of the web platform	20
2.7	Proposed planning of illustrations, translation, transportation and other additional services required to complete the project	60
		350

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager		100
		Sub-Score	
	General Qualification	80	
	Suitability for the Project		
	- International Experience	20	
	- Training Experience	10	
	- Professional Experience in the area of specialisation	30	
	- Knowledge of the region	20	
	- Language Qualifications	20	
		100	
3.2	Senior Expert		70
		Sub-Score	
	General Qualification	60	
	Suitability for the Project		
	- International Experience	10	
	- Training Experience	10	
	- Professional Experience in the area of specialisation	30	
	- Knowledge of the region	10	
	- Language Qualifications	10	
		70	
3.3	Junior Expert		30
		Sub-Score	
	General Qualification	25	
	Suitability for the Project		



*Empowered lives.
Resilient nations.*

	- International Experience	5		
	- Training Experience	5		
	- Professional Experience in the area of specialisation	10		
	- Knowledge of the region	5		
	- Language Qualification		5	
			30	
	Total Part 3			200



Empowered lives.
Resilient nations.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁶

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁷)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – A company presentation document not more than 15 page,*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, contract references from min 3 clients who have been worked in the last five (5) years , minimum 2 examples of productions that have been executed in last five (5) years, detail list of clients worked with in the last (5) years.*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

⁶ This serves as a guide to the Service Provider in preparing the Proposal.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



Empowered lives.
Resilient nations.

B. Proposed Methodology for the Completion of Services

Professional video production companies with experience in video production and illustration, animation or sketches who are eligible to apply will provide the details of all the stages in the Deliverables of the RfP.

C. Qualifications of Key Personnel

- Curriculum Vitae of the director, producer, and key personnel need to be submitted alongside the offer. The proposed team members must have minimum 4 (four) years of experience in the respective area of expertise.

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Concept of scenarios and visual style	15%	
2	Recorded video footage and transcripts	45%	
3	Final platform with 9 illustrated clips	40%	
	Total	100%	

**This shall be the basis of the payment tranches*

Please provide Deliverable breakdowns into the table in Annex 5

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]



Empowered lives.
Resilient nations.

Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 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.

4.0 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.

5.0 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 to the provisions of this Contract.



*Empowered lives.
Resilient nations.*

6.0 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.

7.0 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.

8.0 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 the 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:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:



*Empowered lives.
Resilient nations.*

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 the 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.

10.0 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.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP 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.
- 11.3** At the request of the UNDP; 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** 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 the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 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 United Nations in connection with its business or otherwise.



*Empowered lives.
Resilient nations.*

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and 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:

13.1 The recipient ("Recipient") of such information shall:

- 13.1.1** 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,
- 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 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 13, the Recipient may disclose Information to:

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** 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:
 - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 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, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.



*Empowered lives.
Resilient nations.*

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** 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.
- 13.6** 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2** 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, the 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.
- 14.3** 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.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, 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..

15.0 TERMINATION

- 15.1** 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



*Empowered lives.
Resilient nations.*

accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP 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 the UNDP of the occurrence of any of the above events.

16.0 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 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:** 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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 of Protection") and Article 32 ("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.



*Empowered lives.
Resilient nations.*

17.0 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.

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

19.0 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.

20.0 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.



*Empowered lives.
Resilient nations.*

- 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.

21.0 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.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP 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 UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.



Empowered lives.
Resilient nations.

Annex 4

Terms of Reference

OUTSPOKEN Personal stories of **discrimination** and **resilience** from the Western Balkans

Service required

A creative multimedia company is required to produce 9 video clips on LGBTI rights in the Western Balkans. Each clip will be up to 2 minutes long on average and is a mix of video footage and animated illustration.

Background on LGBTI rights in the Western Balkans

LGBTI people face stigma and discrimination across the world. The situation in Western Balkans is no different.

An [opinion survey from the Western Balkans](#) conducted in 2015 reveals staggering results:

- 50 percent of the respondents think “a child cannot become gay in normal families”;
- 25 percent of the surveyed say “gay people are no better than criminals”;
- More than 50 percent perceive homosexuality as a sickness;
- Around 30 percent say they would stop communication after discovering a friend to be LGBTI.

Violence is part of daily life for LGBTI communities in the region. Recent findings show that [76 percent of LGBTI in Albania](#) have experienced **psychological violence** from their families, society and friends.

Physical attacks against gay men in [Prishtina](#) and [Belgrade](#) have been well covered in the media.

There is a need to make **stories** of LGBTI individuals more visible. Only by bringing people face to face with the realities faced by LGBTI communities can we contribute to increased understanding. Emphasizing our shared humanity will help pave the way for stronger advocacy efforts of UNDP’s work.

Background on UNDP

The digital landscape looks significantly different today than it did 10 years ago. The way we consume and produce journalism and stories has shifted accordingly.

More media outlets and non-profits are producing human interest stories of strong visual caliber. Journalism has become increasingly visual, mobile, interactive and real-time, and as audiences and consumers we have come to expect this level of storytelling to be easily available and accessible. The Regional Hub for Europe and CIS in Istanbul is looking at increasing its presence in this market, by producing a single platform that will host compelling, visual human stories of exclusion and resilience as experienced by LGBTI individuals.



Empowered lives.
Resilient nations.

Objective of the project

Upholding UNDP's values:

- Promote respect for the stories of LGBTI individuals – in the region and globally;
- Fight stigma and discrimination faced by LGBTI communities;
- Contribute towards health and well-being of LGBTI persons.

Value-added for UNDP:

- To position UNDP as a key player in doing LGBTI-rights based work;
- To showcase our expertise and build upon our work in the fields of gender, HIV and health, human rights and democratic governance;
- To create a calling card for fundraising for future UNDP initiatives;
- To build our portfolio of innovative storytelling and bring UNDP into 21st century digital communications initiatives.

What is OUTSPOKEN?

OutSpoken is an interactive multimedia gallery of LGBTI stories from the Western Balkans. Potential list of countries and territories from which interview subjects will be drawn may include several or all of the following: Albania, Bosnia and Herzegovina, Croatia, Kosovo⁸, FYR Macedonia, Montenegro, Serbia and Slovenia.

The stories are told through the subjects' personal perspectives; in keeping the need for anonymity and confidentiality high priority, the stories will need to be partially or entirely illustrated as needed.

Hence, the stories will be told in mixed-media format. For example, video interview footage may turn into an illustration, animation or sketches and back to video footage. The interviews are conducted in the 'talking head' format and recorded in a studio. The interviews will take place in the native language of the speakers, therefore translation to English will be necessary.

Videos

The 9 videos will be produced by mixing interview footage with animated illustrations.

The interviews will be filmed in a studio, against a white background, with each of the 9 subjects. The subjects will be asked a series of questions prepared together with UNDP IRH. Each interview will last between 20 and 30 minutes.

The interviews will be used to determine the most interesting story from each of the subjects, keeping in mind that a diversity of themes should be represented (see below for more information on the subjects and themes). After the storylines have been identified, a clip of up to 2 minutes will be produced for each of the 9 subjects. The interview footage will be mixed with animated illustrations that visually represent the story being told by the subjects. [See a similar work called Hyphen-Nation by the New York Times here.](#)

The videos will be produced in 1920x1080 resolution (HD definition) and will be delivered in two formats: an HD mp4 file with English subtitles, and a web-friendly mp4 file with English subtitles.

Platform

The successful company will be responsible for arranging the domain name registration and the web hosting of the platform. The name of the domain will be agreed upon with UNDP IRH. A 2-year deluxe option with the GoDaddy web hosting service will have to be purchased.

⁸ All references to Kosovo shall be understood to be in the context of Security Council Resolution 1244 (1999)



Empowered lives.
Resilient nations.

The platform will have a distinct visual style, closely linked to the visual style of the videos. It will link to UNDP Eurasia's website and work. It is clearly linked to UNDP with the title "UNDP Presents" at the beginning. Upon entering the platform, the user will be presented with a choice of 9 faces and 9 stories and will be able to click on each of them to play the video. [The videos will be embedded from an online video platform like YouTube or Vimeo.](#) The user can choose which story to begin with and then navigate the stories in the order they wish. [See a similar work called Hyphen-Nation by the New York Times here.](#) The subjects of 9 clips will come from countries and territories in the Western Balkans. The following is a suggested list:

1. Albania
2. Bosnia and Herzegovina
3. Croatia
4. FyR Macedonia
5. Kosovo⁹
6. Montenegro
7. Serbia
8. Slovenia

While the Communications Team is responsible for finalizing the list of interview subjects, the production company will be responsible for organising flights, accommodation and per diem payments of the interviewees. **Companies are encouraged to organise filming with cost-effectiveness in mind. All filming should take place in the location chosen in order to cut down costs. A city in the Western Balkans is preferred but Istanbul is also acceptable. Please provide alternative route costs for each city given above and for Istanbul.**

Tasks / Key Results Expected

The creative design company/consultant in close cooperation with UNDP Istanbul Regional Hub will be responsible for the production of nine (9) video clips. The clips will live on the platform and be distributed across social media.

9 clips will cover 9 different gender identities and sexual orientations. Each subject will relate to a different gender identity and/or sexual orientation. The following is a suggested list:

1. Gay man #1
2. Gay man #2 or gay couple
3. Lesbian woman
4. Lesbian couple

⁹ All references to Kosovo shall be understood to be in the context of Security Council Resolution 1244 (1999)



Empowered lives.
Resilient nations.

5. Trans woman
6. Trans man
7. Bisexual man
8. Bisexual woman
9. Intersex person

9 clips will cover 9 different subjects / experiences. Some experiences / subjects may overlap, or one video may touch upon several experiences, as themes are closely linked. The following is a suggested list:

1. Violence
2. Isolation
3. Job discrimination
4. Transitioning
5. Family (relationship to parents)
6. Family (marriage, relationship to children)
7. HIV& AIDS
8. Same-sex marriage

Subjects are also expected to range in age, experience (some more positive than others) and even mood (some stories may be more lighthearted and others more somber.)

Recruitment of subjects will be supported by UNDP Istanbul Regional Hub Communications Team, which has connections to UNDP country offices in most of the countries and territories which the interview subjects represent. Communications team also has connections to LGBTI organisations in the region and activists.

While the Communications Team is responsible for finalizing the list of interview subjects, the production company will be responsible for organising flights, accommodation and per diem payments of the interviewees.

Deliverables and Timeline

The following deliverables are expected:

Del. Nr.	Activities to be Performed	Deliverable Description	Target Date for Submission to UNDP IRH	Payment
I	1. Selection of subjects who will participate in the project (in collaboration with UNDP IRH).	Concept of scenarios and visual style	18 September 2017	15 % of the total payment
	2. Preparation of scenarios (name of subject and theme covered) and draft storylines for each video clip.			
	3. Submit mock-ups of 3 illustration concepts for the final product.			



Empowered lives.
Resilient nations.

	4. Provide up to two rounds of revisions based on feedback from UNDP.			
	5. Finalize scenarios for each clip and illustration style for final product in collaboration with UNDP IRH.			
II	6. Identify and secure filming studio for the recording session in one of the Western Balkans cities or Istanbul aforementioned, agreed upon with UNDP IRH. Facilitate transportation, accommodation and visas (as applicable) for the subjects.	Recorded video footage and transcripts	16 October 2017	45 % of the total payment
	7. Manage make-up and styling for all subjects on the day of filming (as needed).			
	8. Provide and coordinate the appropriate human resources and technological equipment (recording equipment, lighting, microphones) for recording of all footage necessary for the final video products. It is expected that all materials will be recorded with high definition professional camera, professional audio and professional lighting equipment and other equipment as needed.			
	9. Direct and record the 9 stories (between 20 and 30 minutes of footage each) with input from UNDP IRH.			
	10. Provide translation services during the filming (as needed). Produce transcripts from native languages to English for each interview (as needed).			
III	11. Produce the 9 final illustrated clips of up to 2 minute length with English subtitles.		20 November 2017	



Empowered lives.
Resilient nations.

	12. Produce and deliver the web platform hosting the 9 videos. Domain and hosting will be provided by UNDP IRH.	Final platform with 9 illustrated clips		40 % of the total payment
	13. Provide up to two rounds of feedback for UNDP IRH on the clips and the platform.			
	14. Deliver the 9 clips in two formats: an HD mp4 file with English subtitles, and a web-friendly mp4 file with English subtitles.			
	15. Deliver the platform with the 9 videos uploaded.			

Implementation Process

The contracted services will be carried out by the selected Offeror, supervised by the UNDP Istanbul Regional Hub Communications Team.

The Offeror will closely cooperate (involve and consult) with the representative of UNDP Istanbul Regional Hub in all aspects of its work to ensure high quality, accuracy and consistency of the services provided.

Minimum requirements and eligibility criteria for the creative company/consultant

- Professional video production companies or qualified consultants with experience in video production and illustration, animation or sketches are eligible to apply.
- Minimum three (3) references from different clients which explain the details are required to confirm the eligibility of the company.
- Minimum two (2) examples of the productions recently executed and a detail list of projects have been worked in the last five (5) years are required.
- Applying companies or qualified candidates must have at least 5 years of experience in the production of documentary/short films and/or production of other forms of films and/or TV production.
- Curriculum Vitae of the director, producer, and key personnel need to be submitted alongside the offer. The proposed team members must have minimum **4 (four) years** of experience in the respective area of expertise.
- The material should be produced using TV broadcast-quality equipment suitable for both exterior and interior filming in any of the following formats (DV, DV CAM, Beta format camera, or better). Offeror is required to submit listing of camera, lighting and sound equipment (type of equipment and quantity) which will be used in filming.