

Request for Proposal (RFP)

Ref. no. 2008-04-22.2

Date: 20 July 2009

Dear Sir/Madam,

Subject: RFP for development of TV and Radio spots on gender priorities.

1. You are requested to submit a proposal for services on **ensuring development and airing of TV and Radio spots on gender priorities within the National Programme on Gender Equality**, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule/Financial Proposal (Annex V)
3. Your offer comprising of technical proposal and price schedule/financial proposal, in separate sealed envelopes, marked with **“RFP: Development of TV and Radio spots on gender priorities/UNIFEM”** should reach the UNDP office no later than **14 August 2009, 16:30, local time**.

Offers can be submitted either in hard copy or electronically.

a) Documents/offers in hard copy need to be addressed to:

**UNDP Moldova,
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement**


b) Offers sent electronically need to be addressed to the following e-mail address:
tenders-Moldova@undp.org

Offers shall be clearly marked with **“RFP: Development of TV and Radio spots on gender priorities/UNIFEM”**

Contact person for clarifications: Alexandru Osadci, Programme Manager (alexandru.osadci@unifem.org)

4. If you request additional information, we would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,



Matilda Dimovska,
Deputy Resident Representative

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for **ensure developing and airing of TV and Radio spots on gender priorities defined within the National Programme/Policy on Gender Equality (draft)**. The assignment will be performed according to the TOR (ANNEX III herewith). The Contract will be awarded to the Company with the best proposal, i.e. the proposal that will have the highest score according to evaluation criteria.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

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

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex IV);

- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
 - (c) Price schedule/financial proposal, completed in accordance with clauses 9 and 10 (Annex V).
8. Operational and technical documentation

The operational and technical part of the Proposal shall contain the documents, which should provide the following information:

- **Company & Staff profile**

Company profile: The set of documents demonstrating that the Legal entity possesses:

- Positive/Good Reputation of Organisation and Staff (Competence/Reliability) *in media sector (public recognitions by the customers or media associations, received awards/recognitions/merits/ certificates or letters of appreciations both for the organization and staff etc)*
- General Organisational Capability, (e.g. size of the company, structure of the organization, availability of equipment and office, types of partners and sub-contractors (local/international), number and types of products produced a year/in the past, etc.)
- Proven cumulative experience in preparing and airing audio/video promotional materials, including works similar to those under the current RFP (list of works, including social advertisements, undertaken with the indication of years produced and the key customers and partners, web-links, if available, or products on DVD/CD)
- Experience in working with/reflecting gender equality and/or human rights issues in media production (description of the work previously done in the area of human rights/gender equality/women's rights, if any) will be an asset
- Experience with donor/international and/or national governmental organisations (list of key customers and types of work done for them, list of key partners etc) will be an asset
- Qualified staff and partners/sub-contractors (CVs of proposed staff/partners/sub-contractors to be submitted) with deep knowledge of Moldovan audio/visual media market
- Etc.

Staff profile: The CVs of the proposed team members, indicating similar work undertaken in the past:

- Task Manager/Team leader: Prior experience of team/group leadership in undertaking similar exercise, Relevance of the professional experience
- Team members: Capability of TV and Radio team members, Relevance of previous experience of the professional team (records of similar work undertaken in the past successfully by individual members as well as the team, proven track of records of successful collaboration in the past, etc), Language qualifications, Qualifications of the proposed gender expert/s
- Etc.

- **Workplan and methodology (detailed description of activities to be undertaken within the current assignment)**

- Detailed work plan with the indication of the actions with responsible parties and timing
- Methodology and approached to be used for producing and airing the spots
- Quality assurance method/mechanism
- Etc.

- **Copy of relevant registration certificate, license to carry out required activity**
- **Other relevant documents, including DVDs/CDs with previous works performed by the team**

Please take a careful look at the Technical Proposal Evaluation table (point 22 below) and describe in detail all the aspects as this will serve the basis for technical evaluation of your proposal.

Price schedule/Financial proposal – detailed breakdown for carrying out assignment (submitted in a separate sealed envelope)

Price schedule/financial proposal according to ToR should indicate prices for the Production and Airing of TV spots and Production and Airing of Radio spots separately.

9. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) **Management plan**

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present and past activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) **Resource plan**

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) **Proposed methodology**

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule/Financial Proposal, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

11. Proposal currencies

All prices shall be quoted in **Moldovan Lei and shall be VAT exclusive**.

12. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

15. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

UNDP Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UNDP Registry Office/Procurement

and,

- marked with – **“RFP: Development of TV and Radio spots on gender priorities/UNIFEM”**
- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Operational and technical documentation*) and in Clause 9 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule/financial proposal duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

(c) In case of electronic submission, the Offeror shall send two messages by e-mail to the following address:
tenders-Moldova@undp.org

The first e-mail message shall contain the information specified in Clause 9 (*Proposal form*) and Clause 8 (*Operational and technical documentation*) above and shall have the following subject: **“Technical Proposal for RFP: Development of TV and Radio spots on gender priorities/UNIFEM”**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **“Financial Proposal for RFP: Development of TV and Radio spots on gender priorities/UNIFEM”**.

Important Note for Offerors submitting proposals in electronic format/via e-mail.

Having prepared the Proposal in paper format as specified in Clause "D. Submission of Proposals" hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. The Subject line of the E-mail(s) should state: **“Technical Proposal for RFP: Development of TV and Radio spots on gender priorities/UNIFEM”** and separate e-mail **“Financial Proposal for RFP: Development of TV and Radio spots on gender priorities/UNIFEM”** - DO NOT OPEN IN ADVANCE. The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the procuring UNDP entity upon its request after the completion of the technical proposals evaluation.

To assist procuring UNDP entity in the assurance of transparency, it is recommended that, prior to sending the Email(s), Offerors should open "Options", then "Voting and Tracking Options" and select "Request a delivery receipt for this message" AND "Request a read receipt for this message". This option path is for Microsoft Office Outlook software. Other software should offer similar options, although the path and wording might be somewhat different.

16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address or e-mail address specified under clause *Sealing and marking of Proposals* no later than **14 August 2009, 16:30, local time**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

19. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

22. Evaluation and comparison of proposals

A two-stage procedure will be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price schedule/financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be opened and compared. The **cumulative analysis scheme** will be applied with a total score being obtained upon the combination of weighted technical and financial attributes. An Offeror's response to the solicitation document is evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost under this method of analysis is rendered as an award criterion, which will be 30% out of a total score of 1000 of all the desirable factors of the RFP. The contract will be awarded to the Offeror obtaining the highest cumulative score.

Cumulative analysis scoring will be calculated using the following formula:

$$Total.score = T + \frac{C_{low}}{C} \times 300,$$

where:

T is the technical score awarded to the bid,

C is the evaluated bid price,

C_{low} is the lowest price among responsive bids.

Evaluation Criteria

Eligible company **must** possess valid, relevant certificate/licence to carry out required activities.

The technical and financial proposals will be evaluated according to the following criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Offerors's Expertise and Capacity	27%	190					
2.	Proposed Concept, Work Plan and Approach	47%	330					
3.	Personnel	26%	180					
Total			700					

Evaluation forms for the technical proposals follow. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Technical Proposal Evaluation Form 1		Points Obtainable
1.	Offeror's Expertise and Capacity, including:	
	Reputation of Organisation and Staff (Competence/Reliability) in media sector (public recognitions by the customers or media associations, received awards/recognitions/merits/ certificates or letters of appreciations both for the organization and staff etc)	35
	General Organisational Capability, (e.g. size of the company, structure of the organization, availability of equipment and office, types of partners and sub-contractors both local and international, number and types of products produced a year/in the past, etc)	35
	Proven cumulative experience in preparing and airing audio/video promotional materials (list of works undertaken with the indication of years produced and the key customers and partners, web-links, if available, or products on DVD/CD)	90
	Experience in working with/reflecting gender equality and/or human rights issues in media production (description of the work previously done in the area of human rights/gender equality/women's rights, if any)	15
	Experience with donor/international and/or national governmental organisations (list of key customers and types of work done for them, list of key partners etc)	15
Sub-total		190

Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Work Plan and Methodology			
	The task is well understood and properly (in sufficient detail) addressed (proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal, proposal is directly addressing the tasks and objectives stipulated in ToR)		75
	Efficient and realistic work plan corresponding to the needs/specifics stipulated in the TOR (sequence of activities is realistic and will ensure effective implementation of the work plan, plan is falling in indicated under the ToR time frames)		75
	Adequate, directly targeting the assignment and cost-efficient methodology (approaches to preparing of spots and to airing of video/audio materials, understanding of UNIFEM communications strategy related to this initiative, approach to concept and scenario preparation, addressing proper use of images, data, statistics, etc. in spots)		150
	The proposed plan includes adequate Quality Assurance (QA) (e.g. internal mechanisms for collegial decision-making and approval of final product before it is finalized and submitted to customer)		30
Sub-total			330

Technical Proposal Evaluation Form 3			Points Obtainable
Personnel			
3.1.	Task Manager/Group-leader	Sub-score	60
	Prior experience of team/group leadership in undertaking similar exercise	20	
	Relevance of the professional experience	40	
3.2	Team members	Sub-score	120
	Capability of TV and Radio team members	30	
	Relevance of previous experience of the professional team (records of similar work undertaken in the past successfully by individual members as well as the team, proven track of records of successful collaboration in the past, etc)	40	
	Language qualifications	20	
	Qualifications of the proposed gender expert	30	
Sub-total			180

The nominated Task Manager in your proposal must be the employee who will be responsible for the overall management and coordination of the project inputs and distribution of operational tasks among the other consultants/experts the entire period set for this contract.

The price schedule of the Proposals will be opened and compared **only** for submissions that passed the minimum technical score of 70% of the obtainable score of **700** points in the evaluation of the technical proposals.

F. Award of Contract

23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the contract

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

Failure of the successful Offeror to comply with the requirement of Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Terms of References
Development and airing of TV and Radio spots on Gender priorities
within the National Programme on Gender Equality (NPGE)

Job Title:	Specialized Company
Contract type:	Professional Services Contract
Duty station:	Chişinău
Duration of assignment:	end August – mid December 2009
Contracting Authority:	United Nations Development Programme (UNDP) on behalf of UNIFEM

Background

To ensure sustainable promotion of gender equality and women's advancement in the Republic of Moldova at all levels of government with the support of all important stakeholders the UNIFEM Moldova supported the Government of the Republic of Moldova in the development of the National Programme on Gender Equality (2009-2015) (NPGE). Fulfilment of this task constitutes a very important step forward towards increasing government sensitivity and understanding different needs of women and men, as well as in advancing their responsiveness to applying engendered approach to planning and implementation of national strategies and plans, and ensuring observance of fundamental human rights of the citizens of Moldova.

The priority areas of the NPGE were identified based on CEDAW concluding comments from 2000 and 2006, National Plan of Action for equality between women and men 2006-2009, newly revised MDGs of the State, Gender Equality Law, Domestic Violence Law, National Human Rights Action Plan and the National Development Strategy (2008-2011). The priority areas were defined as Social Protection and Family, Labor Market and Migration, Education, Health, Violence and Trafficking, Political Participation, Gender Responsive Budgeting, and Awareness Raising.

Key Objectives within each priority area were defined and discussed at Public Consultation meetings under the leadership of the Ministry of Social Protection, Family and Child (MSPFC). In this process over 340 persons were involved, among which there were representatives of central and local authorities, CSOs, including social partners, academia and mass media, international and donor organizations.

The Key Objectives defined under NPGE priority areas are provided below:

A. Employment and Labour Migration

- Eliminate all forms of discrimination in the employment sphere on the basis of gender
- Increase employment among women and reduce gender wage gap
- Promote women's economic empowerment in rural areas
- Mainstream gender aspects into migration programs and plans implementation and monitoring

B. Budgeting

- Development of GRB concept/vision in the context of the Republic of Moldova
- Promotion of GRB into budgetary process at the national and local levels

C. Women's participation in Decision Making

- Increase women's representation in the decision making positions in political and public life

D. Social Protection and Family

- Increasing significance of maternity and paternity and promotion of equal sharing of tasks by men and women in regards to family responsibilities
- Improve social protection of women and of informal home caregivers
- Diminish the gap between pensions of women and men

E. Health Care

- Mainstreaming gender equality into Health policies and programs
- Narrowing and closing gender gap in life expectancy of women and men
- Reduce socio-economic factors leading to maternal mortality, especially among women from rural areas

F. Education

- Mainstreaming gender equality into education policies and plans and education process

- Reduce feminization of educational system in the Republic of Moldova

G. Violence and Human Trafficking

- Annihilate domestic and gender based violence and trafficking in women and girls
- Combat manifestation of violence against girls and boys in the educational system
- Improve services for the rehabilitation and reintegration of victims of trafficking and violence, especially women and girls

H. Public Awareness Raising

- Encourage projection of positive images of women and men and of their equal status and responsibilities in the private and public spheres
- Combat sexist image of women in advertising and media
- Enhance awareness among women and men and girls and boys of their human rights

NPGE is a document addressing the needs of all citizens, therefore additional sound efforts have to be undertaken in order to have the NPGE issues known, understood and shared by the public at large nationwide. This is important for the successful implementation of the NPGE under the current development context of Moldova.

In this context UNIFEM is seeking to subcontract organization/organizations¹ to work with the UNIFEM office in Moldova in consultation with the Advisory Committee² on producing and airing of TV and Radio spots of the promotional nature on and about/around the NSGE priority issues **for six priority areas - employment, gender responsive budgeting, women participation, social protection, health care and education.**

Scope of Work:

Under direct supervision of UNIFEM Chief Technical Advisor and UNIFEM Program Manager, in consultation with Advisory Committee the selected institution will be responsible for the following:

- Objective 1: Production of six TV spots in the context of the NPGE, particularly in the following areas: (i) employment, (ii) budgeting, (iii) women participation, (iv) social protection, (v) health care and (vi) education;
- Objective 2: Production of six Radio spots in the context of the NPGE in the areas specified under Objective 1;
- Objective 3: Airing of six TV spots via television channels, which has nationwide coverage and highest number of target audience taking into account the specific requirements stated in the TOR;
- Objective 4: Airing of six Radio spots via radio channels, which has nationwide coverage and highest number of target audience taking into account the specific requirements stated in the TOR;

Requirements: for the spots production, the following need to be taken into consideration:

<u>Languages:</u>	The spots should be developed in state language. Further, they will be translated into Russian for broader impact throughout the country;
<u>Channels:</u>	The airing is to be done on National TV and Radio channels;
<u>Length of the spots:</u>	TV and Radio spots should be min 30 seconds each;
<u>Time of airing:</u>	Spots should be aired during evening hours, e.g . after 6 pm (to reach the maximum number of audience);
<u>Total duration and frequency of airing:</u>	Airing will be done for minimum one month up to three months depending on the total airing cost on national TV and Radio channels. The company will provide price for airing coming from basic consideration of “once a day during one month” with all possible discounts – for higher frequency (in terms of times per day) and duration of airing (in terms of months aired).
<u>Content requirements to the spots:</u>	Messages to be conveyed via spots should be forward looking and reflecting the present situation in the country. Politically unbiased and impartiality principles are key. The spots

¹ One company or groups of companies jointly can apply to complete the tasks under the current TOR

² This Advisory Committee will comprise of the representatives of the Government, International and Donor organizations, Media association representatives, academia, and NGOs.

should: a) outline the main idea of the priority issue (for ex. the recognition that double burden on women in family and public life impacts women in distinct ways, the importance of women's participation in public life, and the link between well developed child care services and women's career advancement); b) state the goals of NPGE and its priority areas; c) very briefly highlight what are the grounds for developing NPGE (CEDAW concluding comments from 2000 and 2006, National Plan of Action for equality between women and men 2006-2009, newly revised MDGs of the State, Gender Equality Law, Domestic Violence Law, National Human Rights Action Plan and the National Development Strategy (2008-2011);

As a baseline price for airing spots both on National TV and Radio should serve a price of “once a day airing during one month”. All possible discounts for higher frequency (in terms of times per day) and for longer duration (in terms of months aired) of airing shall be indicated separately. UNIFEM will consider a frequency and duration of airing based on price baseline and discount options proposed.

Use of Logos and Acknowledgements

The spots should give recognition to the Government, UNIFEM, DFID and Sida and provide respective logos for the TV spots. Along with the logos the following statement should be used “Produced with the financial support of the Government of Sweden (Sida) and UK (DFID) at the initiative of the United Nation's Development Fund for Women (UNIFEM) and the Ministry of Social Protection, Family and Child”. Respective organizations' Graphic Standard to be followed.

Roles of partners (only some key roles are indicated here, but in no way are confined to):

Company/organization

- Prior to production, the company should develop a concept/will obtain an approval of UNIFEM for the final concept/outline/scenario of all spots. For the drafts, the company will provide several options of outline/scenario;
- The selected company will be responsible for ensuring that the spots are aired on national television and radio and will coordinate with the necessary authorities/media to ensure this;
- Upon finalization of the spots production the selected company will submit to UNIFEM a detailed airing plan with the indication of the time/dates and frequency for the spots for TV and Radio;
- The spot production team should include a gender expert for thematic consultation throughout the spot production process; Company may consult with UNIFEM regarding gender experts before finalization of the bid submission;
- The company shall also provide UNIFEM with the master copies of all products produced under current TOR in the mini DV and DVD format, and beta;

UNIFEM

- UNIFEM will establish an Advisory Committee, comprising of the representatives of the Government, International and Donor organizations, Media association representatives, academia, and NGOs.
- UNIFEM and the Advisory Committee will have editorial content control over the final version of the spots, however, the quality of the spots will be ensured by the company;
- UNIFEM will provide the selected company with the necessary background information on priority areas/issues, and relevant documents;
- UNIFEM will retain ownership and copyrights of the spots – it will only be used by the selected company and/or the UNIFEM partners with the express permission of UNIFEM.

Duration

The duration of the completion of this ToR is as follows:

- Objectives 1&2:
- Development of the concept/scenario: end of August (half a month)
 - Development of the TV and Radio spots on the basis of the approved concept: mid September (one month)
 - Translation of the final version: end of September (half a month)

- Approval and negotiations with the National TV and Radio for airing to take place from October: by the end of September

Objectives 3-4: October/November/December (the duration will be determined on the basis of the bid amount)

Requirements to organizations

1. Shall be registered in Moldova at least for a period of one year
2. Proven cumulative experience in preparing audio/video promotional materials for at least one years
3. Profound knowledge of Moldovan audio/visual media market
4. Essential knowledge of media marketing techniques including targeted communication messaging
5. Proven experience in working/reflecting/acknowledging gender equality or human rights issues will be an asset
6. Working experience with International Organizations and Donors is an advantage
7. Adherence to/observation of the standard and principles of the UN.

Selection Process

Applying organizations will have to present the following documents for the selection process:

The operational and technical part of the Proposal shall contain the following information:

- **Company & Staff profile**

Company profile: The set of documents demonstrating that the Legal entity possesses:

- Positive/Good Reputation of Organisation and Staff (Competence/Reliability) *in media sector (public recognitions by the customers or media associations, received awards/recognitions/merits/ certificates or letters of appreciations both for the organization and staff etc)*
- General Organisational Capability, (e.g. size of the company, structure of the organization, availability of equipment and office, types of partners and sub-contractors (local/international), number and types of products produced a year/in the past, etc)
- Proven cumulative experience in preparing and airing audio/video promotional materials, including works similar to those under the current RFP (list of works, including social advertisements, undertaken with the indication of years produced and the key customers and partners, web-links, if available, or products on DVD/CD)
- Experience in working with/reflecting gender equality and/or human rights issues in media production (description of the work previously done in the area of human rights/gender equality/women's rights, if any) will be an asset
- Experience with donor/international and/or national governmental organisations (list of key customers and types of work done for them, list of key partners etc) will be an asset Qualified staff and partners/sub-contractors(CVs of proposed staff/partners/sub-contractors to be submitted) with deep knowledge of Moldovan audio/visual media market
- Etc.

Staff profile:

- Task Manager/Team leader: Prior experience of team/group leadership in undertaking similar exercise, Relevance of the professional experience
- Team members: Capability of TV and Radio team members, Relevance of previous experience of the professional team (records of similar work undertaken in the past successfully by individual members as well as the team, proven track of records of successful collaboration in the past, etc), Language qualifications, Qualifications of the proposed gender expert/s
- Etc.

- **Workplan and methodology (detailed description of activities to be undertaken within the current assignment)**

- Detailed work plan with the indication of the actions with responsible parties and timing
- Methodology and approached to be used for producing and airing the spots
- Quality assurance method/mechanism
- Etc.

- **Copy of relevant registration certificate, license to carry out required activity**

- **Other relevant documents, including DVDs/CDs with previous works performed by the team**

- **Financial proposal – detailed breakdown for carrying out assignment (submitted in a separate sealed envelope)**

Please take a careful look at the Technical Proposal Evaluation table (point 22 of the Annex I: Instructions to Offerors) and describe in detail all the aspects contained therein, as this will serve the basis for technical evaluation of your proposal.

PRICE SCHEDULE/FINANCIAL PROPOSAL

The Contractor is asked to prepare the Price Schedule/financial proposal and submit it in a separate envelope from the rest of the RFP response as indicated in Section D paragraph 15 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Clause 18.

The Price Schedule/financial proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on CD/DVD.

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		unit	Unit price	Total Amount
1.	Remuneration			
1.1	Remuneration for Team Leader			
1.2	Remuneration for team members			
1.3	Remuneration for experts			
	etc			
2.	Spots Production			
2.1	TV spots			
2.2	Radio spots			
3	Spots Airing			
3.1	TV spots airing			
3.2	Radio Spots Airing			
4.	Others			