

Request for Proposal (RFP)

Ref.no. RFP11/00414/WEE/

Date: 19 August 2011

Dear Sir/Madam,

Subject: RFP for selection of an organization to facilitate gender self-assessment of audio-visual media in the Republic of Moldova


1. You are requested to submit a proposal for consulting services, 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 (1) technical proposal and (2) price schedule/financial proposal, in separate sealed envelopes, marked with “**RFP: Services for facilitation of gender self-assessment of audio-visual media in the Republic of Moldova**” should reach the UN Women Moldova office no later than September 9, 2011, 16.30 (Chisinau time) at:

UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women Gender Advisor

Contact person for clarifications: Violeta Bunescu, Communication Specialist, UN Women, WEE Programme (violeta.bunescu@unwomen.org)

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

Yours sincerely,


/ Damira Sartbaeva
Regional Programme Director
UN Women Sub-Regional Office
for Eastern Europe and Central Asia

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal (RFP) is to solicit proposals from the qualified companies for facilitating gender self-assessment of audio-visual media both at national and local level. 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 the evaluation criteria stipulated under p.22 of Instructions to Offerors.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UN Women 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 UN Women entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UN Women 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 UN Women 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 UN Women 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 UN Women 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, 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 following documents:

- Company profile containing the description of relevant experience in the field (experience, human resources, technical and managerial capacity in the related field);
- Copy of registration certificate;
- Work-plan and methodology (detailed description of methodology and activities, schedule, agenda);
- CVs of involved consultants, including the role and tasks of each of them;
- Detailed budget (**presented in a separate envelope**);
- Other relevant documents.

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 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 UN Women 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 MDL and shall be VAT exclusive. For comparison purposes, all other currencies shall be converted into Moldovan Lei using the UN Operational Rate of Exchange on the day of the competition deadline.

12. Period of validity of proposals

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

In exceptional circumstances, the procuring UN Women 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

UN Women shall effect payments to the Contractor after acceptance by UN Women 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 –

UN Women Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: UN Women Gender Advisor

and,

- marked with –

"RFP: Services for facilitation of gender self-assessment of audio-visual media in the Republic of Moldova"

(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 duly identified as such.

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

16. Deadline for submission of proposals

Proposals must be received by the procuring UN Women entity at the address specified under clause *Sealing and marking of Proposals* no later than **September 9, 2011 16:30 pm**, Chisinau time.

The procuring UN Women 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 UN Women 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 UN Women 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 UN Women 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 UN Women 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 is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and the Instructions to Offerors.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be 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 1429 of all the desirable factors of the RFP. The contract will be awarded to the offeror obtaining the highest cumulative score. The following formula will be applied in calculating the cumulative score:

$$B = T + \frac{C_{low}}{C} \times 429,$$

where

T – is the total technical score awarded to the evaluated proposal;

C – is the price of the evaluated proposal; and

C_{low} – is the lowest of all evaluated proposal prices among responsive proposals.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Offerors's Expertise and Capacity	34%	340					
2.	Proposed Concept, Work Plan and Approach	40%	400					
3.	Personnel	26%	260					
Total			1000					

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:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1			Points Obtainable
1.	Offeror's Expertise and Capacity, including:		
1.1	Reputation of Organisation and Staff (Competence/Reliability) in facilitation of media self assessment, inclosing gender self-assessment or any other type of assessments		80
1.2	General Organisational Capability which is likely to affect implementation (i.e. number and type of products/assessments produced in the past)		80
1.3	Quality insurance procedures		20
1.4	Relevance of:		80
	- Specialized Knowledge	30	
	- Experience in similar Projects	30	
	- Experience with donor/international and/or national governmental organisations	20	
1.5	Proven cumulative experience in development of methodologies for assessments, working with media, organization of trainings, facilitation of long-term exercises, data collection, processing and evaluation of the results of the gender self-assessment exercise, submission of assessment reports		80
	- less than 3 years	40	
	- between 3 and 5 years	60	
	- more than 5 years	80	
Total Part 1			340

Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Work Plan and Methodology			
2.1	The task is well understood and properly (in sufficient detail) addressed and correspond to the ToR		85
2.2	Important aspects of the task are addressed in sufficient details		80
2.3	Different components of the project are adequately weighted relative to one another		80

2.4	Proposal is based on a survey of the project environment, data input is properly used in the preparation of the proposal	85
2.5	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)	70
Total Part 2		400

Technical Proposal Evaluation Form 3		Points Obtainable
Personnel		
3.1.	Task Manager/Team leader	Sub-score
	Education and general qualification	20
	Prior experience of team/group leader/manager in undertaking similar exercise (Suitability for the Project)	50
	- less than 3 years	20
	- 3-5 years	30
	- more than 5 years	50
	Professional experience in the area of specialization (experience in developing and undertaking media self assessments, evaluations, analytical skills)	40
	- less than 3 years	15
	- 3-5 years	25
	- more than 5 years	40
	Knowledge of national media environment	15
	Experience with UN or other donor organizations	5
	Language qualifications: Fluency in Romanian , English and Russian	10
	Sub-Score	140
3.2	Team members/experts	Sub-score
	Education and general qualification	20
	Professional experience in research/analytical work (self-assessments, evaluations)	70
	o less than 3 years	40
	o 3-5 years	60
	o more than 5 years	70
	Knowledge of media environment	15
	Experience with UN or other donor agencies	5
	Language qualifications: Fluency in Romanian and English or Russian	10
	Sub-score	120
Total Part 3		260

The nominated Task Manager 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.

F. Award of Contract

23. Award criteria, award of contract

The procuring UN Women 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 UN Women 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 UN Women. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN Women or the United Nations.

2. SOURCE OF INSTRUCTIONS

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

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 UN Women.

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 UN Women for all sub-contractors. The approval of UN Women 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 UN Women 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, UN Women, 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 UN Women as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN Women;

(iii) Provide that UN Women 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 UN Women 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 UN Women 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 UN Women shall rest with UN Women and any such equipment shall be returned to UN Women at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UN Women, 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 UN Women for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UN Women 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 UN Women'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 UN Women in compliance with the requirements of the applicable law.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UN Women, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN Women or the United Nations, or any abbreviation of the name of UN Women 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 UN Women, shall be treated as confidential and shall be delivered only to UN Women 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 UN Women, any information known to it by reason of its association with UN Women which has not been made public except with the authorization of UN Women; 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 UN Women, 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 UN Women 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, UN Women 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, UN Women 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 UN Women reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UN Women 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 UN Women under this Article, no payment shall be due from UN Women 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, UN Women may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN Women 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 UN Women to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UN Women to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN Women before the payment thereof and UN Women has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN Women 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 UN Women to terminate this Contract immediately upon notice to the Contractor, at no cost to UN Women.

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 UN Women to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UN Women.

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 UN Women unless provided by an amendment to this Contract signed by the authorized official of UN Women.

**Terms of Reference for a Media Association/Organization on Facilitation of
Gender Self-Assessment of Audio-Visual Media in the Republic of Moldova**

October 2011- December 2012

BACKGROUND:

UN Women jointly with the Government of Moldova represented by the Ministry of Labour, Social Protection and Family and the Ministry of Economy with funding support from Government of Sweden/Swedish International Development Agency (Sida) is implementing the programme “Women’s Economic Empowerment through increasing Employability in the Republic of Moldova” (2009-2013).

This programme is aimed at addressing the needs of the rural and sub-urban population, especially poor women exercising their social and economic rights through increasing access to quality information and services, strengthening of the key stakeholders capacities and improvement of the legislative and normative framework. It is designed to be fulfilled within four years and aims to target 28 rayons with activities. In 2010 activities were initiated in **four pilot rayons**: Singerei, Telenesti, Nisporeni and Cantemir.

Primarily the aim will be achieved through improved access to quality information and services especially for poor women to gain meaningful job and access to social protection and assistance services provided by the state, private sector and civil society.

Aiming at understanding the different needs of women related to labour and social protection, as well as applying gender approach to planning of national strategies/plans and amending the existent legislative framework to ensure employment and social protection of women, UN Women intends to sensitize the media representatives on gender issues and gender based discrimination in Moldova especially in area of employment, self-employment and social protection.

While the project recognizes and respects the ability and credibility of the media fraternity in reporting accurately, there is still a need to enhance the capacity of media in gender sensitive reporting, with focus at the local level. UNIFEM (now part of UN Women) implemented successfully a pioneer approach on media self-assessment intervention in 2009 among print media. The initiative was based on the consideration that the task of shaping gender realities by changing the public opinion and attitude towards the existing gender misconceptions lies deeply with the mass media institutions in the society as well as due to several reasons:

- men are represented as independent persons from an economic point of view, or being favored, while women are shown as wives economically dependent of their husbands/partners.
- this type discrimination often comes unintentionally, and represents the result of existing preconceptions, stereotypes and cultural norms (dominantly patriarchal), as well as unawareness of the need and requirement to take human rights and gender equality approach in the journalist work.

UN Women monitored the media institutions –participants of the exercise on the follow up of the initiative. Therefore, human rights and gender sensitive based approach continued to be used in Moldova by media organizations after the exercise.

Methodical self-assessment of mass media’s own products and development of a gender balanced and equitable journalistic message represented the efficient way to assure that media articles are presented in a gender sensitive manner, there is the equal balance of photos and images of women and men in number and message and ongoing remediation of the gender imbalances before release of the article.

Based on this successful implementation, UN Women was requested by the partners to replicate the experience to a broader range of media: print, electronic, and audio-visual. These three initiatives will be mutually coordinated and implemented in close cooperation with UN Women. In this context UN Women intends to hire a media association/s to replicate the media gender self-assessment with special focus on women’s employment and social protection aspects.

This initiative will feed into WEE Programme Outcome 2 “Key service delivery and media institutions in MOL have increased resources, structures, procedures, incentives and capacities to implement policies at the local

level that promote and protect women's human rights to access to employment and social protection" with specific focus on output 1 "Capacities of the Social Partners (Trade Unions, Employers Associations) and media enhanced to deliver and/or monitor enforcement of measures aimed at ensuring gender equality in employment, occupation, and pay as well as in social protection areas in MOL", and contribute to fulfillment of activity 2.2.5 "Develop the methodology for monitoring the work of JISB by media. Expand media self-assessment through gender lenses to audio-visual and e-media and continue for print media"

SCOPE of WORK:

Under direct supervision of the Programme Chief Technical Adviser and Programme Analyst, the selected media association/organization (further as Contractor) is expected to fulfill the following objectives with the view to promote gender equality and women's human rights in the country. This will be done through replicating the media self-assessment exercise and building capacity of audio-visual media organizations to take into account national legislation and international conventions and treaties in the field of Women's Human Rights and Gender Equality.

Objective: Strengthen capacities of the representatives from audio-visual media at national, regional and local levels for promoting gender equality in Moldova by: (i) ensuring a balanced portrayal of women and men in media products, (ii) promoting women as equal partners of development on the audio-visual media products.

More specifically the Contractor will implement these initiatives in the following stages and will be responsible for the following:

1. Preparatory stage

- a) Develop the methodology for gender self-assessment of audio-visual media in consultation with lead audio-visual media representatives and based on previous experience and lessons learnt from the earlier experience in print media gender self-assessment initiative undertaken within UNIFEM programme. The key criteria, according to which media gender self-assessment was done previously and which needs to be further adjusted/improved is hereto attached as Annex III.1;
- b) Establish in coordination with UN Women an Audio-Visual Media Evaluation Committee/Board and develop its regulation/Terms of Reference, taking into account an earlier experience. The Evaluation Committee/Board will provide guidance and advice and will assess the results achieved during the entire exercise of media self-assessment;
- c) Develop full Terms of Reference and eligibility criteria for relevant audio-visual media organizations that will be further involved in a training on Gender and Media and further selected to take part in gender self-assessment exercise;
- d) Announce an open Call for Applications from audio-visual media (placed on at least 3 audio-visual) at the national and local level including from the four pilot rayons¹ of UN Women WEE Program to take part in the training on Gender and Media. The initial number of audio-visual media organizations selected for participation in training can be much higher than the number of media organizations to be selected for the gender self assessment exercise. In terms of TV stations, it is recommended to involve 2-3 national TV, 2-3 local TV, up to 3 national radio and up to 3 local radios;
- e) Prepare and conduct 2 days training for the audio-visual media representatives selected to participate in training aiming at providing an introduction to "Gender and Media", guidance on how to undertake gender self-assessment of their media products. It is envisaged that self-assessment exercise should lead to improved knowledge and skills of media representatives on gender equality concept ultimately leading to promoting women as equal partners of development in the context of Moldova.

Note: The training module with required handouts and guide for print media is available with UN Women, which needs to be adapted and adjusted for audio-visual media;
- f) Select the participants, from the audio-visual media organizations which were involved in the training, to undertake gender self-assessment. The Contractor will provide conceptual and financial support to the selected organizations to undertake gender self-assessment on behalf of UN Women.

Note: The selection of the participants will be managed by the Contractor and coordinated with UN Women and will consist of the following main steps to be undertaken:

- Develop an assessment criteria;

¹ Singerei, Telenesti, Nisporeni and Cantemir

- Assist and support conceptually the audio-visual media organizations in their process of preparation of proposals;
- Organize meeting(s) of the Evaluation Committee/Board to review and assess proposals as per established criteria;
- Provide recommendation for the selection of organizations to be sub-contracted by the contractor;
- Document the decisions and recommendations made by the Board;
- Sign sub-contracts with selected organizations for gender self-assessment, comprising of: Action plan, Budget, monitoring/reporting requirements, etc.

The assessment criteria, evaluation, selection and awarding of sub-contracts will be done in consultation with UN Women.

- g) Develop and prepare report on the preparatory stage of the exercise on media self-assessment by the media association/organization and present to UN Women by highlighting how women's image will be improved on the products of audio-visual media. The structure of the report will be jointly coordinated and approved by UN Women.

2. Media gender self-assessment

- a) Selected audio-visual media which will undertake gender self-assessment during 9 months according to the agreed methodology, with guidance from the Contractor resulting in improved representation and image of women in the products of audio-visual media, as well as gender balanced media products;
- b) Selected media will develop monthly self-assessment reports and submit to the Evaluation Committee/Board. The report should emphasize on results achieved from self-assessment work based on criteria and indicators as well as provide conclusions and operation of modifications to eliminating the gender imbalances within the media products. The report should highlight what the media agencies has learnt and is taking forwards from the lessons, thus ensuring sustainability of the media-self assessment efforts. The structure of the report will be jointly coordinated and approved by the Contractor and UN Women;
- c) The Contractor will provide three quarterly reports coordinated with the Evaluation Committee/Board on audio-visual media-self assessment exercise to UN Women and results achieved by the media institutions participating in the exercise. The structure of the report will be jointly coordinated and approved by UN Women;
- d) The Evaluation Committee will carry out the final evaluation upon completion of the media self-assessment and the Contractor will submit the final evaluation report to UN Women. The structure of the report will be jointly coordinated and approved by UN Women;
- e) Contracted Media organization will collect reports (narrative/financial) from selected media organizations and prepare final cumulative report for submission to UN Women. The structure of the report will be agreed with UN Women.

No	Activity	Time Period	Responsible
1.	Develop the self-assessment methodology for audio-visual media as well as all required forms and criteria	By October 31, 2011	Contractor
2.	Announce a competition among audio-visual media at the national level including local media from the four pilot rayons ² , create the Evaluation Committee, and select the initial target group	By November 25, 2011	Contractor
3.	Prepare training materials for training "Gender and Media" for the selected media, ensure all logistical aspects of the training	By December 5, 2011	Contractor
4.	Conduct one training for up to 2 days for selected audio-visual media on "Gender and Media" and ensure all logistical aspects of the training	By December 15, 2011	Contractor
5	Selection of participants, from the initial target group, who attended the training, which will undertake media gender self-assessment with the financial and conceptual support provided by the Contractor on behalf of WEE programme	By January 1, 2012	Contractor jointly with the Evaluation Committee

² Singerei, Telenesti, Nisporeni and Cantemir

6.	Media gender self-assessment exercise	January 2012 – September 2012	Selected media institutions
7.	Monthly reports of the selected media institutions on self –assessment submitted to the Evaluation Committee	Monthly, starting with January 2012 until September 2012. Reports to be presented at the end of the month.	Evaluation Committee established by the Contractor
8.	Quarterly reports of the Contractor submitted to UN Women on results achieved by the media institutions participating in the gender media-self assessment exercise.	Quarterly starting with January 2012 until September 2012. Reports to be presented at the end of the quarter	Contractor in collaboration with Evaluation Committee
9.	Final report on Self-Assessment of Media Institutions submitted to UN Women with recommendations to be followed by media	By October 30, 2012	Contractor
10.	Final narrative and financial report of the media self assessment initiative to UN Women, describing the process, implemented activities and results.	By November 30, 2012	Contractor

DELIVERABLES:

1. Developed **methodology** with all required criteria and forms needed for audio-visual media gender self-assessment;
2. Report on implementation of the preparatory stage submitted to UN Women, comprising of narrative part providing detailed description of the interventions, qualitative analysis of the process reflecting main conclusions. Moreover, the report shall also include the following:
 - a) Evidence of announcement of the open competition in at least 3 audio-visual media for the selection of the initial target group;
 - b) Establishment of the Evaluation Committee/Board - Terms of Reference and Composition/Membership;
 - c) The number of audio-visual media organizations selected for participation in training;
 - d) Detailed information on the trainers which will facilitate the first training on Gender and Media and guidance on media self-assessment exercise;
 - e) Training package, including the handouts and other relevant materials used during the training of the media representatives selected for this initiative. Note: At least one person from the management of each participating media should take part in the initial training;
 - f) Detailed information on the facilitators which will coordinate the audio-visual self-assessment during the entire period of exercise;
 - g) Detailed information on selection of the audio-visual media which will participate in the media self-assessment exercise including their proposals;
 - h) For the gender self-assessment exercise it is recommended to involve 2-3 national TV, 2-3 local TV, up to 3 national radio and up to 3 local radios;
 - i) Recommendations for the media institutions participating in the exercise on how to improve the image of women in products of audio-visual media;
3. Three **quarterly reports** containing results of each participating audio-visual media from national and local level in the self-assessment exercise. To ensure synergy and provision of quality reports, the format of the report should cover the following parts:
 - o *Situation analysis;*
 - o *Progress made/update;*
 - o *Challenges/ lessons learned;*
 - o *Planned activities;*
4. **Final evaluation report on gender Self-Assessment of Media Institutions** participating in the exercise with recommendations to be followed by media submitted to UN Women;
5. **Final report submitted to UN Women comprised of narrative and financial parts on implementation of the media self-assessment exercise** among audio-visual media covering both national and local, providing thorough analysis, conclusions and recommendations.

INPUTS/RESOURCES on behalf of UN Women:

UN Women will provide the selected media association/organization under this assignment the print media self-assessment methodology previously developed, training module on Gender and Media with required handouts.

REQUIREMENTS to ORGANIZATIONS/ASSOCIATIONS:

1. Officially registered legal entity as per Republic of Moldova's regulations;
2. At least 5 years experience of working in media environment. Highly recommendable to have audio-visual media experience;
3. Understanding and adherence to the principles of Human Rights, especially Women's Human Rights, and Gender Equality is required;
4. Previous experience of dealing with/working with women's rights, gender equality, and gender issues is an asset;
5. Previous experience in development, implementation, monitoring and reporting on media self-assessment exercise would be considered an asset;
6. Demonstrable, excellent data collection, analysis and report writing skills;
7. Ability to deliver final products on time and within the proposed budget;
8. Adequate human resources base of the organization;
9. Possess technical and material basis to ensure successful implementation of the exercise;
10. Previous experience working with an international organization would be an advantage;
11. Adherence to/observation of the standard and principles of the UN.

Proposals submission modality:

The operational and technical part of the Proposal shall contain the documents mentioned in Annex I of the Request for Proposals (*Instruction to Offerors*).

A two-stage procedure shall be utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Detailed *Technical Evaluation Criteria* are provided in the Annex I, clause 22 of the Request for Proposals (*Instruction to Offerors*).

Only the financial proposals of Offerors satisfying the main criteria will be considered. The contract will be awarded to the Offeror obtaining the highest cumulative score, determined following the formula indicated under Clause 22 of the Annex I of the Request for Proposals (*Instruction to Offerors*).

Annex III.1: Key criteria used to conduct gender media self-assessment

1. **Establishing the thematic network** (how many themes are addressed towards girls/boys or towards both sexes)
2. **Documentation:**
 - Consulted international treaties and national documents
 - Used sex-disaggregated statistics
 - Identification of informational sources (cite or present as sources of information (experts or representatives of state institutions, civil society) both women and men, whenever possible, in order not to present reality unilaterally, from a purely female or male perspective)
3. **Information elaboration**
 - Ensuring a balance between female and male “voices” and their alternatives; sex disaggregation or undertaken surveys
 - In analyzing the problem the following have been taken into consideration:
 - How will women and men “support” the problem
 - How will the problem of women’s and men’s situation be reflected
 - Emphasizing specific women’s and men’s necessities
 - Women’s reproductive role
 - How gender stereotypes, labor division and power equation influence the solution and development of the problem
 - Women’s and men’s situation in a concrete tackled problem is studied in correlation with the following basic development indicators, presented in hierarchic order, starting with the most important:
 - Resources control – *de facto* equality between women and men
 - Participating in decision making - *de facto* equality between women and men
 - Access to resources – *de jure* equality between women and men
 - What are subjects associated with women and men (in presenting women, as a rule, there is a domination of affective adjectives and passive verbs, in comparison with rationally-informative adjectives and dynamic verbs when presenting men);
 - Contextual image of boys/girls (women’s image is loosely contextual, with elements of sex-appeal (the share of pictures of women over 40 is small));
 - What is the main focus (professional competencies; professional, public, private achievements, experiences, etc.), narrative or questions (from interviews, surveys) of female/male journalists;
 - Situations, attitudes, solutions presented in an article, commentaries, pieces of news, others, considered, as a rule, unspecific;
 - The language used (avoiding the conservative, sexist one, the gender invisible one);
4. **Using gender-balanced images** (with girls/boys in public, private and mixed sectors)
5. **Message formulation**
 - promoted gender values and patterns (traditional/modern, of one or both genders, intense promotion of positive messages on gender partnership in public and private life, of women’s social participation and men’s intense implication in private life).

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

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

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

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 UN Women 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 diskette (IBM compatible).

Price Schedule*:				
Ref. RFP: Services for gender self-assessment of audio-visual media in the Republic of Moldova				
Description of Activity/Item	No of persons /units	No of days/month /units	Rate per day/month/ unit	Estimated Amount
1. Remuneration				
1.1 Personnel cost, including: 1. Project Coordinator 2. Project Assistant 3. Consultant/expert on MSA (media self-assessment) 4. Trainers 5. Evaluation Board members 6. Etc. (please specify)				
1.2 Others (please specify)				
Sub-total				
2. Out of Pocket Expenses				
2.1 Training and related support costs: (2 days workshop and meetings of the Evaluation Committee Board) • Rent of venue for workshop • Travel of rayon participants • Accommodation costs • Catering services • Training package (specify)				
2.2 Communications • Communications Cost • Translation services				
2.3 Reproduction and Reports				
2.4 Equipment and other items				
2.5 Sub-contracts to audio-visual media organizations involved in gender self-assessment (max.12) (please specify the costs)				
2.6 Others (please specify)				
Sub-total				
3. Management cost				
3.1 Specify				
Sub-total				

*Additional budget details explaining the calculations are welcome.