



## REQUEST FOR PROPOSAL (RFP)

UNDP Istanbul Regional Hub (referred to in this document as UNDP)  UN House, 48A, Primaverii Blvd, Bucharest, Romania	DATE: June, 03, 2016
	REFERENCE: 2016/ROU/ODA/03/RFP "Media campaign services in the Republic of Moldova and Romania about the projects funded by the Romanian government in the Republic of Moldova" – EXTENSION OF DEADLINE

Dear Sir / Madam:

We kindly request you to submit your Proposal for **2016/ROU/ODA/03/RFP "Media campaign services in the Republic of Moldova and Romania about the projects funded by the Romanian government in the Republic of Moldova"**.

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

Proposals may be submitted to on or before **Thursday, June 09 June 16, 2016, 18:00 (Romania Time)** as two separate sealed envelopes (one sealed envelope for the technical proposal and one sealed envelope for the financial proposal), via regular mail, to the address below:

**United Nations Development Programme  
UN House, 48A, Primaverii Blvd, Bucharest, Romania  
Ramona LIPARA, Operations Associate**

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

**Anca Stoica**

Romania ODA Project Manager,  
03/06/2016

## Description of Requirements

Context of the Requirement	<p><b>The New ODA Cooperation Partnership with Romania (2013-2016)</b></p> <p>In 2007, following its accession to the European Union (EU), Romania became a donor of official development assistance (ODA), offering financial support to developing countries and contributing to the global efforts to eradicate extreme poverty world-wide. Since then, Romania has strived to position itself on the international development arena as an innovative donor, with the main comparative advantage of being able to share its direct experience and knowledge in the democratic transition and Euro-Atlantic integration processes. Romania's strategic objective in development cooperation is to contribute to poverty reduction by promoting security and economic welfare, state of law, sustainable economic development, climate change mitigation and investments in education, complementing international efforts in the field.</p> <p>Given the historical linkages and the recent similar pathway of EU accession, an important part of the official development assistance was awarded by Romania to the Republic of Moldova. According to official data (DEVFIN), in 2014, the national contribution of Romania in the Republic of Moldova was of approximately 52 million Euros allocated on various themes from education to culture or health<sup>1</sup>, making Romania the eighth largest ODA donor in the Republic of Moldova.<sup>2</sup> Furthermore, in 2014, Romania was the second largest bilateral donor in the Republic of Moldova (behind only the United States of America) and the third largest overall (surpassed only by the USAID and the European Union), with a total of about 70 million USD donated under various forms. However, Romania as an ODA donor has still to enjoy the level of visibility expected from its substantial assistance provided to the Republic of Moldova. The media campaign detailed in this TOR comprising 20 video and 20 radio spots (along with other visibility activities part of a larger communications strategy) has been developed in order to fill in this gap.</p> <p><i>Objective of the media campaign:</i></p> <ul style="list-style-type: none"> <li>• <b>The general objective</b> of the media campaign is to raise awareness among the citizens of the Republic of Moldova and citizens of Romania about the official development assistance allocated by the government of Romania to the Republic of Moldova.</li> </ul> <p><i>Target groups for the media campaign:</i></p> <ul style="list-style-type: none"> <li>• <b>Target audience (1):</b> citizens of the Republic of Moldova, living in the Republic of Moldova, aged: 18-55 years old, medium &amp; high income (at</li> </ul>
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<sup>1</sup> <http://bit.ly/1LmPomE>

<sup>2</sup> For the 2012 - 2013 according to OECD: <http://tabsoft.co/1iIZfIV>

	<p>least 3.900 MDL, approx. 173 EUR per capita per month), medium &amp; high education (at least high school completed);</p> <ul style="list-style-type: none"> <li>• <b>Target audience (2):</b> Romanian citizens, living in Romania, individuals above 18 years old.</li> </ul> <p>The radio and video spots will be created in the format of micro-documentaries focusing on the impact that the projects had on the ordinary citizens of the Republic of Moldova. The spots will include at least interviews and testimonials with ordinary citizens, but also with representatives of local authorities, projects beneficiaries, Romanian officials and other key stakeholders. In documenting the radio and video spots, the producers will have to conduct visits in the Republic of Moldova (in Chisinau and outside Chisinau) at the project sites. The spots will be documenting 20 different projects funded by the Romanian Government in the Republic of Moldova. The list of the projects and the necessary information shall be provided by the United Nations Development Programme (UNDP) and the Romanian Embassy to the Republic of Moldova.</p> <p>All communication campaign products will use the Romanian language (with subtitles in Russian for video spots) in implementation and should be in accordance with the rules and regulations of Romania's ODA visual identity manual which will be provided by the UNDP. All communication campaign products will be agreed in writing with UNDP prior to their use. Campaign messages and tactics should not be divisive or incriminatory towards anyone.</p> <p><b>THE APPLICANT SHOULD HAVE THE FOLLOWING PROFILE:</b></p> <ul style="list-style-type: none"> <li>• A public communications company in consortium with local televisions/radio stations from Romania and the Republic of Moldova with national coverage in both Romania and the Republic of Moldova. Alternatively, the applicant can be directly a television or a radio station from Romania/the Republic of Moldova with the ability to produce the spots in the Republic of Moldova only and to disseminate the spots in both Romania and the Republic of Moldova with national coverage (on their own and/or in partnership with other televisions or stations).</li> <li>• At least 5 years of working experience in public communication campaigns with at least 3 similar assignments implemented (please provide useful links/and or relevant documents <u>for the 3 similar assignments</u>).</li> <li>• The contract with UNDP will be signed by the lead applicant.</li> </ul>
Implementing Partner of UNDP	The Ministry of Foreign Affairs of Romania (referred to in this document as the MFA)

<p>Brief Description of the Required Services</p>	<p><b>REQUIRED SERVICES:</b></p> <ol style="list-style-type: none"> <li>I. <b>Producing and disseminating 20 radio spots,</b></li> <li>II. <b>Producing and disseminating 20 video spots.</b></li> </ol> <p><b>EXPECTED DELIVERABLES:</b></p> <ol style="list-style-type: none"> <li>I. <b>Producing and disseminating 20 radio spots.</b></li> </ol> <p><b><i>Creative services:</i></b></p> <ul style="list-style-type: none"> <li>• 20 different radio scripts - each script will include at least interviews with ordinary citizens of the Republic of Moldova but also with representatives of local authorities, projects beneficiaries, Romanian officials and other key stakeholders;</li> <li>• Provision of at least 3 high-quality photos (of at least 12 megapixels) per radio spot produced, for website uploading;</li> <li>• Design of 1 promotional banner (leaderboard type, 728 x 90 pixels) to be displayed on the website of the radio where the spots will be disseminated.</li> </ul> <p><b><i>Production of advertising materials:</i></b></p> <ul style="list-style-type: none"> <li>• Length of each radio spot: 2-3 minutes maximum;</li> <li>• The materials will be produced in the Romanian language;</li> <li>• 50 personalized DVDs with all the 20 radio spots will be produced.</li> </ul> <p><b><i>Media planning:</i></b></p> <ul style="list-style-type: none"> <li>• The 20 radio spots will be disseminated at <b>a radio with national coverage in both the Republic of Moldova and Romania</b>; the radio spots must be broadcasted as separate headings/program;</li> <li>• The radio spots will be also posted on the website of the same radio stations that will disseminate the spots in the Republic of Moldova and Romania along with at least 3 professional photos per radio spot produced;</li> <li>• 1 promotional banner (leaderboard type, 728 x 90 pixels) will be placed on the radio station website;</li> <li>• The radio spots will be disseminated as follows: <ul style="list-style-type: none"> <li>▪ In the Republic of Moldova, at least <b>three different radio spots per day in the first month following the spots production</b> (morning spot: between 08.00 and 10.00 a.m., noon spot between 12.00 - 14.00 and evening spot, between 19.00 -21.00);</li> <li>▪ In the Republic of Moldova, at least <b>one radio spot per day in the next five months following the first month after the spots production</b> (evening spot, between 19.00 -21.00);</li> <li>▪ In Romania, at least one radio spot per day in the six months following the spots production;</li> </ul> </li> <li>• The radio spots will be internet optimized for website, Facebook account, YouTube;</li> </ul>
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	<p><b>Producing and disseminating 20 video spots.</b></p> <p><b><i>Creative services:</i></b></p> <ul style="list-style-type: none"> <li>• 20 different videos &amp; all other related services such as: creative services – spot scripts, filming, post-production, graphic design services, sound engineering, etc.;</li> <li>• Each script &amp; storyboard developed will include at least interviews with ordinary citizens of the Republic of Moldova but also with representatives of local authorities, projects beneficiaries, Romanian officials and other key stakeholders;</li> <li>• HD quality will be used to ensure that the messages presented are supported by high technical standards to attract target groups;</li> </ul> <p><b><i>Production of advertising materials:</i></b></p> <ul style="list-style-type: none"> <li>• Length of each video spot: 4-5 minutes maximum;</li> <li>• The materials will be produced in the Romanian language (with subtitles in Russian language);</li> <li>• 200 DVDs personalized with the 20 video spots will be produced.</li> </ul> <p><b><i>Media planning:</i></b></p> <ul style="list-style-type: none"> <li>• The 20 video spots will be disseminated at <b>a television with national coverage in both the Republic of Moldova and Romania;</b></li> <li>• The video spots will be posted on the website of the same television where they will be disseminated in the Republic of Moldova and Romania;</li> <li>• The video spots will be disseminated as follows: <ul style="list-style-type: none"> <li>▪ In the Republic of Moldova, at least three different videos per day (once in the morning, between 08.00 and 10.00, once during noon between 12.00 - 14.00 and once in the evening, between 19.00 -21.00), per week in the first month after being produced;</li> <li>▪ In the Republic of Moldova, at least once per day (in the evening, between 19.00 – 21.00) in the next six months after being produced;</li> <li>▪ In Romania, at least one video spot per day in the next six months after being produced;</li> </ul> </li> <li>• The video spots will be internet optimized for website, Facebook account, YouTube.</li> </ul> <p><b>GENERAL INFORMATION:</b></p> <ul style="list-style-type: none"> <li>• The video and radio spot scripts written in Romanian language are highly encouraged;</li> <li>• All editorial content shall meet high quality journalistic and linguistic standards,</li> <li>• All copyrights will be reserved and all raw and edited video and radio materials are solely used under complete authorization and supervision of UNDP officials, until copyrights are transferred to the project beneficiary (MFA). All raw materials will be treated as confidential;</li> <li>• The use of Technical equipment, technicians &amp; all travel and accommodation costs needed for the production and post-production including the use of photo and video cameras, editing suite, recording studio and programs to produce</li> </ul>
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	<p>sub-titles, adequate lightening systems and all necessary sound equipment should be included in the offer,</p> <ul style="list-style-type: none"> <li>• The service provider must hold the rights of the music and/or other footage to be used for the spots, if any,</li> <li>• The service provider must obtain in writing the consent of the people who are going to be interviewed and/or filmed,</li> <li>• The service provider must be able to add titles, subtitles, graphics, music, sound effects and other audio elements where needed,</li> <li>• The service provider must translate the project beneficiaries' voice into Romanian &amp; Russian subtitles/voiceover where needed.</li> </ul>															
List and Description of Expected Deliverables	<table border="1"> <thead> <tr> <th>Services to be provided</th><th>Description/ Specifications of Services</th><th>Estimated Delivery Date</th></tr> </thead> <tbody> <tr> <td>Producing 20 radio spots</td><td>As detailed in Annex 1</td><td>22.08.2016</td></tr> <tr> <td>Producing 20 video spots</td><td>As detailed in Annex 1</td><td>22.08.2016</td></tr> <tr> <td>Disseminating 20 radio spots</td><td>As detailed in Annex 1</td><td>15.12.2016</td></tr> <tr> <td>Disseminating 20 video spots</td><td>As detailed in Annex 1</td><td>15.12.2016</td></tr> </tbody> </table>	Services to be provided	Description/ Specifications of Services	Estimated Delivery Date	Producing 20 radio spots	As detailed in Annex 1	22.08.2016	Producing 20 video spots	As detailed in Annex 1	22.08.2016	Disseminating 20 radio spots	As detailed in Annex 1	15.12.2016	Disseminating 20 video spots	As detailed in Annex 1	15.12.2016
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Person to Supervise the Work/Performance of the Service Provider	<b>Romanian ODA Project Manager</b>															
Frequency of Reporting	<i>One draft report and one final report</i>															
Progress Reporting Requirements	<p>The Contractor will produce the following written outputs:</p> <ul style="list-style-type: none"> <li>• <b>1 draft report in English language</b> detailing the products delivered as per the TORs;</li> <li>• <b>1 final report in English language</b> detailing the products delivered as per the TORs;</li> </ul>															
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location															
Expected duration of work	June - December 2016 (6 months)															
Target start date	22 June 2016															

Latest completion date	15 December 2016
Travels Expected	As per contractor's proposed methodology
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency
Value Added Tax on Price Proposal	<b>Bidders from Romania</b> – price proposal must be inclusive of VAT and other applicable indirect taxes  <b>Bidders from outside Romania</b> – price proposal must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted



Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release	
	20 video spots and 20 radio spots produced	50%	01. 09.2016	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	
	20 video spots and 20 radio spots disseminated	50%	15. 12 .2016		
<b>Two payment tranches (resulting in full contractual amount) upon receipt and acceptance of deliverables.</b>					
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Romanian ODA Project Manager				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services				
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.				

Criteria for the Assessment of Proposal

Summary of Technical and Financial Proposal Evaluation		Points Obtainable	Company/Entity/Others		
			A	B	C
1.	Expertise of Firm / Organization submitting Proposal	20			
2.	Proposed Work Plan and Approach	30			
3.	Personnel (including at least a Russian speaker and at least a Romanian speaker)	20			
Total for technical proposal		70			
Total for financial proposal		30			
TOTAL – max obtainable points		100			

**Technical Proposal (70%)**

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 (including at least a Russian speaker and at least a Romanian speaker)

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
			A	B	C
Expertise of firm / organisation submitting proposal					
1.1	Reputation of the Organisation and Staff (Competence / Reliability) / Previous work for major multilateral/ or bilateral programmes	5			
1.2	Provision of requested business licenses	5			
1.3	Working experience in similar assignments	5			
1.4	Provision of requested recommendation letters	5			
Total Part 1		20			

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity		
			A	B	C
Proposed Work Plan and Approach					
2.1	The <b>task</b> is well understood and properly (in sufficient detail) addressed and it corresponds to the TOR	10			
2.2	<b>Work components</b> are adequately weighted, tasks distributed properly among involved staff	10			
2.3	Conceptual framework and <b>activities</b> on the Technical Proposal are stipulated clearly and are relevant/appropriate for the achievement of assignment/ToRs' objectives	5			
2.4	Logical and realistic <b>work plan</b> that ensures efficient implementation to the project	5			
	<b>Total Part 2</b>	30			
Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity		
			A	B	C
Personnel					
3.1	Relevant Qualification (education, certifications, etc)	5			
3.2	Professional experience in undertaking similar assignments	11			
3.4	Russian language skills	2			
3.5.	Romanian language skills	2			
	<b>Total Part 3</b>	20			
<b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.					

UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed ToR -Terms of Reference- (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>3</sup> <input checked="" type="checkbox"/> Financial Proposal Template (Annex 5) – <b><u>THIS MUST BE SUBMITTED IN A SEALED SEPARATE ENVELOPE</u></b>
Contact Person for Inquiries (Written inquiries only) <sup>4</sup>	<p><i>Ramona LIPARA</i></p> <p><i>Operations Associate</i></p> <p><a href="mailto:ramona.lipara@undp.org">ramona.lipara@undp.org</a></p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

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<sup>3</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>4</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>5</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>6</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

*Please describe and explain how and why you are the best entity that can deliver the requirements of UNDP by indicating the following:*

- a) *Company Profile – describing the nature of business, field of expertise (maximum 5 pages), licenses, certifications, accreditations;*
- b) *Business Licenses :*
  - *Business Registration Certificate (in original language and if in Russian, Romanian or English translation is required);*
  - *Certificate issued by the National Trade Register Office (in original language and if in Russian, Romanian or English translation is required) to prove:*
    - 1. *Activity field*
    - 2. *That there are no mentions regarding criminal convictions, declarations of liquidation or insolvency, bankruptcy or judiciary reorganization*
- c) *Track Record – list of clients for similar services provided in the last 5 years as those required by UNDP. For at least 2 similar assignments, please indicate: description of contract scope, contract duration, contract value, contract references and the specific deliverables ;*
- d) *References - minimum 2 letters of recommendation for similar services. The letters must include contact details and they should be issued in the last 2 years;*
- e) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

<sup>5</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>6</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**B. Proposed Methodology for the Completion of Services**

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. Please provide also an estimated delivery schedule for the requested services.*

**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating the Team Leader, support staff and their roles, etc. Please note that one staff can have two or more roles within the team, provided that they can prove relevant qualifications and experience in each of them;*
- b) Please note that for this assignment a Russian speaking person is required;***
- c) CVs of key team members must be submitted , demonstrating qualifications required by the RFP; and*
- d) Written confirmation from each personnel that they are available for the entire duration of the contract.*

## TERMS OF REFERENCE (TOR)

### „Media campaign services in the Republic of Moldova and Romania about the projects funded by the Romanian government in the Republic of Moldova”

#### BACKGROUND INFORMATION:

#### The New ODA Cooperation Partnership with Romania (2013-2016)

In 2007, following its accession to the European Union (EU), Romania became a donor of official development assistance (ODA), offering financial support to developing countries and contributing to the global efforts to eradicate extreme poverty world-wide. Since then, Romania has strived to position itself on the international development arena as an innovative donor, with the main comparative advantage of being able to share its direct experience and knowledge in the democratic transition and Euro-Atlantic integration processes. Romania's strategic objective in development cooperation is to contribute to poverty reduction by promoting security and economic welfare, state of law, sustainable economic development, climate change mitigation and investments in education, complementing international efforts in the field.

Given the historical linkages and the recent similar pathway of EU accession, an important part of the official development assistance was awarded by Romania to the Republic of Moldova. According to official data (DEVFIN), in 2014, the national contribution of Romania in the Republic of Moldova was of approximately 52 million Euros allocated on various themes from education to culture or health<sup>7</sup>, making Romania the eighth largest ODA donor in the Republic of Moldova.<sup>8</sup> Furthermore, in 2014, Romania was the second largest bilateral donor in the Republic of Moldova (behind only the United States of America) and the third largest overall (surpassed only by the USAID and the European Union), with a total of about 70 million USD donated under various forms. However, Romania as an ODA donor has still to enjoy the level of visibility expected from its substantial assistance provided to the Republic of Moldova. The media campaign detailed in this TOR comprising 20 video and 20 radio spots (along with other visibility activities part of a larger communications strategy) has been developed in order to fill in this gap.

#### *Objective of the media campaign:*

- **The general objective** of the media campaign is to raise awareness among the citizens of the Republic of Moldova and citizens of Romania about the official development assistance allocated by the government of Romania to the Republic of Moldova.

#### *Target groups for the media campaign:*

- **Target audience (1):** citizens of the Republic of Moldova, living in the Republic of Moldova, aged: 18-55 years old, medium & high income (at least 3.900 MDL, approx. 173 EUR per capita per month), medium & high education (at least high school completed);
- **Target audience (2):** Romanian citizens, living in Romania, individuals above 18 years old.

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The radio and video spots will be created in the format of micro-documentaries focusing on the impact that the projects had on the ordinary citizens of the Republic of Moldova. The spots will include at least interviews and testimonials with ordinary citizens, but also with representatives of local authorities, projects beneficiaries, Romanian officials and other key stakeholders. In documenting the radio and video spots, the producers will have to conduct visits in the Republic of Moldova (in Chisinau and outside Chisinau) at the project sites. The spots will be documenting 20 different projects funded by the Romanian Government in the Republic of Moldova. The list of the projects and the necessary information shall be provided by the United Nations Development Programme (UNDP) and the Romanian Embassy to the Republic of Moldova.

All communication campaign products will use the Romanian language (with subtitles in Russian for video spots) in implementation and should be in accordance with the rules and regulations of Romania's ODA visual identity manual which will be provided by the UNDP. All communication campaign products will be agreed in writing with UNDP prior to their use. Campaign messages and tactics should not be divisive or incriminatory towards anyone.

**THE APPLICANT SHOULD HAVE THE FOLLOWING PROFILE:**

- A public communications company in consortium with local televisions/radio stations from Romania and the Republic of Moldova with national coverage in both Romania and the Republic of Moldova. Alternatively, the applicant can be directly a television or a radio station from Romania/the Republic of Moldova with the ability to produce the spots in the Republic of Moldova only and to disseminate the spots in both Romania and the Republic of Moldova with national coverage (on their own and/or in partnership with other televisions or stations).
- At least 5 years of working experience in public communication campaigns with at least 3 similar assignments implemented (please provide useful links/and or relevant documents for the 3 similar assignments),
- The contract with UNDP will be signed by the lead applicant.

**REQUIRED SERVICES:**

- I. **Producing and disseminating 20 radio spots,**
- II. **Producing and disseminating 20 video spots.**

**EXPECTED DELIVERABLES:**

- IV. **Producing and disseminating 20 radio spots.**

***Creative services:***

- 20 different radio scripts - each script will include at least interviews with ordinary citizens of the Republic of Moldova but also with representatives of local authorities, projects beneficiaries, Romanian officials and other key stakeholders,
- Provision of at least 3 high-quality photos (of at least 12 megapixels) per radio spot produced, for website uploading,
- Design of 1 promotional banner (leaderboard type, 728 x 90 pixels) to be displayed on the website of the radio where the spots will be disseminated.



***Production of advertising materials:***

- Length of each radio spot: 2-3 minutes maximum,
- The materials will be produced in the Romanian language,
- 50 personalized DVDs with all the 20 radio spots will be produced.

***Media planning:***

- The 20 radio spots will be disseminated at **a radio with national coverage in both the Republic of Moldova and Romania**; the radio spots must be broadcasted as separate headings/program;
- The radio spots will be also posted on the website of the same radio stations that will disseminate the spots in the Republic of Moldova and Romania along with at least 3 professional photos per radio spot produced,
- 1 promotional banner (leaderboard type, 728 x 90 pixels) will be placed on the radio station website,
- The radio spots will be disseminated as follows:
  - In the Republic of Moldova, at least **three different radio spots per day in the first month following the spots production** (morning spot: between 08.00 and 10.00 a.m., noon spot between 12.00 - 14.00 and evening spot, between 19.00 - 21.00),
  - In the Republic of Moldova, at least **one radio spot per day in the next four months following the first month after the spots production** (evening spot, between 19.00 -21.00),
  - In Romania, at least one radio spot per day in the six months following the spots production.
- The radio spots will be internet optimized for website, Facebook account, YouTube.

**V. Producing and disseminating 20 video spots.**

***Creative services:***

- 20 different videos & all other related services such as: creative services – spot scripts, filming, post-production, graphic design services, sound engineering, etc.,
- Each script & storyboard developed will include at least interviews with ordinary citizens of the Republic of Moldova but also with representatives of local authorities, projects beneficiaries, Romanian officials and other key stakeholders,
- HD quality will be used to ensure that the messages presented are supported by high technical standards to attract target groups,

***Production of advertising materials:***

- Length of each video spot: 4-5 minutes maximum,
- The materials will be produced in the Romanian language (with subtitles in Russian language) ,
- 200 DVDs personalized with the 20 video spots will be produced.

***Media planning:***

- The 20 video spots will be disseminated at **a television with national coverage in both the Republic of Moldova and Romania**,
- The video spots will be posted on the website of the same television where they will be disseminated in the Republic of Moldova and Romania,
- The video spots will be disseminated as follows:

- In the Republic of Moldova, at least three different videos per day (once in the morning, between 08.00 and 10.00, once during noon between 12.00 - 14.00 and once in the evening, between 19.00 -21.00), per week in the first month after being produced,
- In the Republic of Moldova, at least once per day (in the evening, between 19.00 – 21.00) in the next four months after being produced,
- In Romania, at least one video spot per day in the next six months after being produced,
- The video spots will be internet optimized for website, Facebook account, YouTube.

#### **GENERAL INFORMATION:**

- The video and radio spot scripts written in Romanian language are highly encourage;
- All editorial content shall meet high quality journalistic and linguistic standards,
- All copyrights will be reserved and all raw and edited video and radio materials are solely used under complete authorization and supervision of UNDP officials, until copyrights are transferred to the project beneficiary (MFA). All raw materials will be treated as confidential;
- Technical equipment, technicians & all travel and accommodation costs needed for the production and post-production including photo and video cameras, editing suite, recording studio and programs to produce sub-titles, adequate lightening systems and all necessary sound equipment should be included in the offer,
- The service provider must hold the rights of the music and/or other footage to be used for the spots, if any,
- The service provider must obtain in writing the consent of the people who are going to be interviewed and/or filmed,
- The service provider must be able to add titles, subtitles, graphics, music, sound effects and other audio elements where needed,
- The service provider must translate the project beneficiaries' voice into Romanian subtitles/voiceover where needed.

**TIMEFRAME:** June - December 2016. The media campaign will last 6 months divided as follows: 2 months for production of the materials and 4 months for the dissemination of the materials.

**LOCATION:** The Republic of Moldova (for producing of the materials & dissemination) & Romania (for dissemination only).

***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

## **7.0 INDEMNIFICATION:**

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

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

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

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

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

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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



## **18.0 TAX EXEMPTION**

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

## **19.0 CHILD LABOUR**

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

## **20.0 MINES:**

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

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

## **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

## FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>9</sup>)*

## Cost Breakdown per Deliverable

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	20 video and radio spots produced	50%	
2	20 radio and video spots disseminated	50%	
	Total	100%	

D. Cost Breakdown by Cost Component *[This is only an Example]:*

<b>Description of Activity</b>	<b>Remuneration per Unit (USD VAT included)</b>	<b>No. of Units</b>	<b>No. of Personnel</b>	<b>Total Rate (USD VAT included)</b>
<b>Creative services for radio spots</b>				
20 different radio scripts - each script will include at least interviews with ordinary citizens of the Republic of Moldova but also with representatives of local authorities, projects beneficiaries, Romanian officials and other key stakeholders.		20		
Provision of at least 3 high-quality photos (of at least 12 megapixels) per radio spot produced, for website uploading.		60		
Design of 1 promotional banner (leaderboard type, 728 x 90 pixels) to be displayed on the website of the radio where the spots will be disseminated.		1		
<b>Creative services for video spots</b>				
20 different videos & all other related services such as: creative services – spot scripts, filming, post-production, graphic design services, sound engineering, etc.		20		
<b>Production of radio spots</b>				
Producing 20 radio spots		20		
Producing 50 DVDs personalized with the 20 radio spots		50		
<b>Production of video spots</b>				
Producing 20 video spots		20		
Producing 200 DVDs personalized with the 20 video spots		200		
<b>Disseminating the radio spots</b>				

<sup>9</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Description of Activity	Remuneration per Unit (USD VAT included)	No. of Units	No. of Personnel	Total Rate (USD VAT included)
The 20 radio spots will be disseminated at a radio with national coverage in both the Republic of Moldova and Romania.		20		
<b>Dissemination the video spots</b>				
The 20 video spots will be disseminated at a television with national coverage in both the Republic of Moldova and Romania.		20		
<b>TOTAL</b>				

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

*[Designation]*

*[Date][Validity of offer]..... (90 days)*

*Note: The financial offer MUST indicate if the offer is inclusive or exclusive of all taxes and is fully compliant with all technical requirements of the RFP.*