



## REQUEST FOR QUOTATION (RFQ)

### Media (TV) Advertisement Services in Duhok, Iraq

To All Bidders	DATE: February 3, 2016
	REFERENCE: <b>IRQ10-RFQ-011/16</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for the provision of placing TV Advertisements in local TV in Duhok Governorate, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

The United Nations Development Programme (UNDP) Iraq Office in Erbil, Iraq hereby invites your company to submit a quotation as indicated in these RFQ documents. The prices will be fixed for the term as specified in the RFQ. Following issue and open RFQs, UNDP will issue Contract to the lowest technically compliant offer.

Quotations may be submitted on or before **February 17, 2016** via *e-mail or courier* to the email address below:

Via email: [bids.iraq@undp.org](mailto:bids.iraq@undp.org)

**Reference No:** RFQ-011/16 Provision of media (TV) advertisement services, Dohuk

**Quotations submitted by email must be limited to a maximum of 7 MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.**

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for

whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> Other "Local TV channels in Duhok-Iraq governorate only"	
Customs clearance, if needed, shall be done by:	N/A	
Delivery Address	Selected local TV channels in Duhok governorate, Iraq.	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Supplier is responsible to deliver requested services within 30 days from the issuance of contract	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	N/A	
Mode of Transport (N/A)	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input checked="" type="checkbox"/> OTHER Local TV channels in Dohuk-Iraq governorate only
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input type="checkbox"/> (N/A)	
Deadline for the Submission of Quotation	<b>Wednesday, February 17, 2016, 1600hrs (Erbil local Time)</b>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	

<sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

Documents to be submitted <sup>2</sup>	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Duly Accomplished Form with the company background information as provided in Annex 3;  <input checked="" type="checkbox"/> Company Profile (brief description/background of the company)  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Written Self- Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; Available at: <a href="http://www.un.org/sc/committees/1267/pdf/1267_guidelines.pdf">http://www.un.org/sc/committees/1267/pdf/1267_guidelines.pdf</a>  <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a Corporation.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the vendor to extend the validity of the quotation beyond what has been initially indicated in this RFQ. The Quotation shall then conform to the extension, in writing, without any modification whatsoever.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms <sup>3</sup>	<input checked="" type="checkbox"/> The payment for the contractor will be made as follow: <b>A.</b> 1st payment: 75% of total payment will be paid in three installments (25% at the end of each month); upon submission of supporting documentation and approval of the PM that the services have been satisfactorily completed. <b>B.</b> 2nd payment: 25% upon completion of the advertisement services for the three month period
Liquidated Damages	<input checked="" type="checkbox"/> Vendor should specify delivery time and implementation period, if the vendor fails to broadcast the specified services within the time period(s) stipulated in the Contract, the UNDP shall without prejudice to its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 2.5 percent of the delivered price of the delayed services for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed services Purchase order price. Once the maximum is reached, UNDP may consider terminating the contract.

<sup>2</sup> First 2 items in this list are mandatory for the supply of imported goods

<sup>3</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Evaluation Criteria	<p><b>Quotations will be evaluated on the following basis:</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Compliance with terms and conditions of the RFQ including required submissions</li> <li><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to specifications and requirements, and lowest price</li> <li><input checked="" type="checkbox"/> Full acceptance of the PO/Contract, General Terms and Conditions</li> <li><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Price and delivery time</li> </ul> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Qualifications of the Successful Contractor	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Company/Agency profile with availability of resources and skills to deliver the advertised service through documented years of experience for the company crew that preferred to be at least 5 years of experience</li> <li><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Prior experience minimum 3 years in dissemination social based TV spots related to Health Awareness.</li> <li><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Knowledge and experience of at least 5 years of experiences of media in Iraq.</li> <li><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Proven distribution capacities for TV spots</li> <li><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Financial proposal detailing cost of advertisement services</li> </ul>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract
Special conditions of Contract	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days</li> <li><input checked="" type="checkbox"/> The successful contractor Must provide a sample of the advertisement before disseminating the Spots in local TV.</li> </ul>
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Service based on full compliance with RFQ requirements

Annexes to this RFQ <sup>4</sup>	<input checked="" type="checkbox"/> Specifications of the Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> Offer to Comply with Other Conditions and Related Requirements Form (Table 1) <input checked="" type="checkbox"/> Company Background Information Form (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <input checked="" type="checkbox"/> Terms of Reference  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>5</sup>	Ali Izzat Procurement and Supply Chain Management Officer <a href="mailto:Ali.Izzat@undp.org">Ali.Izzat@undp.org</a> 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.

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, 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 quotation. 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

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</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.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that 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:

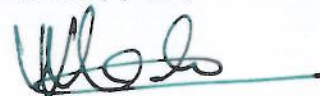
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers 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 quotation.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'VMachoka', followed by a horizontal line.

Victor Machoka  
Head of Procurement Unit  
February 3, 2016

**Annex 1****Technical Specifications**

For the provision of advertising services in the local TV media in Dohuk, Iraq as per the requirements below;

Items	Description	Delivery Location	Quantity (Number of advertisements)	Duration	Media
1	<p>1. Dissemination of 30 sec TV spots on TB in Kurdish local TV channels in Dohuk governorate only.</p> <p>2. Ensure and monitor the broadcast of TV spots in local TV channels in Dohuk governorate only, based on the following schedule;</p> <p>(a) Frequency: three times a day; (b) Time slot: 6:00pm-9:00pm; (c) Duration: three months</p> <p>Documentation is required as proof of service delivery.</p>	Dohuk	90-270 Spots	30 seconds	Selected TV station(s)

## Annex 2

## RFQ-011/16 TV Media Advertisement Services, Dohuk

## Quotation

Items	Description	Number of Spots/Month		Media Unit price USD/ 1 Spot									
				Duhok TV	Badinan TV	Kurdistan TV	Ashur TV	GK TV	Biaban TV	War TV	Zaxo TV	UTV	Dasnia T
1	1. Dissemination of 30 sec TV spot on TB in Kurdish local TV channels in Dohuk governorate only. 2. Ensure and monitor the broadcast of TV spots in Local TV channels in Dohuk governorate only, three times a day during the time period of 6-9pm for three months duration through providing documentation.	≤ 90 Spots	For One Month										
		91 - 180 Spots	For Two Months										
		181 - 270 Spots	For Three Months										



Name of Bidder: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name of authorized signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TABLE 1 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows:			Your Responses (Offer)*:		
			<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate reason</i>
1	Delivery Lead Time	Three Month			
2	Delivery Location	Selected Local TV channels in Duhok-Iraq governorate only			
3	Validity of Quotation	90 days from the quotation closing date			
4	Acceptance of all Provisions of the UNDP General Terms and Conditions ( <a href="http://undp.by/en/undp/tenders/conditions/">http://undp.by/en/undp/tenders/conditions/</a> )				
5	Payment terms: 1st payment: 75% of total payment will be paid in three installments (25% at the end of each month); upon submission of supporting documentation and approval of the PM that the services have been satisfactorily completed. 2nd payment: 25% upon completion of the advertisement services for the three month period				

**Note:**

We confirm that our company is not included in the UN 1267/1989 List or the UN Ineligibility List, or in any and all of UNDP's list of suspended and removed vendors

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

Name of Bidder: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name of authorized signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Annex 3**

**Reference: IRQ10-RFQ 011/16**

### **COMPANY BACKGROUND INFORMATION**

Each legal entity submitting quotation shall complete the Form:

1	Name of Legal Entity (Offeror):	
2	Nature of Business:	
3	Legal Address:	
4	Telephone Number:	
5	E-mail Address:	
6	Country of Registration:	Year of Registration:
7	Registration Certificate issued by (name of institution):	
8	Name and Position of the Head of Company/Organization:	

9	Company's Contact Details (name, title, email and telephone number):
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.....  
Signature

.....  
[in the capacity of]

Duly authorized to sign the Company Background Information for and on behalf of \_\_\_\_\_  
[Company Name]

Company seal

## Annex 4

### General Terms and Conditions

#### 1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

#### 2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

### **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

### **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

### **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the

goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

#### **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

#### **11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

#### **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

#### **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

#### **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **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 Purchase Order 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 Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section 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 related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

**18.1** 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.

**18.2** 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.

## **Term of Reference**

### **ACSM Activities**

#### **19.0 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.

#### **20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

### **A. Project Description**

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TB is a major public health problem in Iraq. The Government of Iraq has given priority to TB control. However, after the occupation and deteriorated security situation, the infrastructure and human capacity to effectively provide TB care were seriously damaged. As a matter of fact, notifications of TB cases continuously decreased.

This changed in the last years and NTP/MoH started revitalizing TB control with support from partners like GF and UNDP. The GFATM TB grant with UNDP as the Principles Recipient (PR) of the grant supported the delivery of services for quality DOTS TB care for poor and vulnerable populations, expansion of DOTS and increasing NTP's management capacity in order to reduce the country burden of TB in Iraq, particularly among the poor and vulnerable population, by 2016, in line with the MDGs and Stop TB partnership targets. Two objectives were set to be achieved:

Objective 1: To increase case detection to at least 70% or more of new and relapse cases and treatment success of drug-susceptible case to 85% or more by 2019

Objective 2: To increase case detection of MDR-TB cases among notified (pulmonary) TB cases to 100% and treat successfully at least 70% by 2019

Objective 3: To provide TB control services to at least 75% of the populations belonging to vulnerable groups by 2019, which include children, IDPs, refugees, marshland populations, prisoners and people with TB/HIV

Objective 4: To strengthen and enhance monitoring and evaluation and operational research by 2017 and beyond

Objective 5: To strengthen and maintain efficient and effective program management by 2017 and beyond

UNDP is committed to support the NTP to bridge all the gaps in fighting TB emphasizing the adaptation to local requirements and performance expectation and that the individual skills can be changed by following series of systematic steps that will stimulate the strength of the work and improve the outcome which will be reflected on the program achievements.

## **B. ACSM**

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Increasing efforts to control TB are particularly essential and growing in Iraq, but still TB control faces several challenges that some of them can be contributed to lack of knowledge and information about TB that and/or stigma and discrimination that can prevent people from seeking care and diagnosis, misunderstandings and falls beliefs surrounding TB including that TB is “untreatable” and weak political support for TB program. ACSM activities can be used to increase the awareness and emphasize the commitment, the incorporation of ACSM activities as an integral part of reaching the objectives set by the national TB program is an effective approach to TB control.

The importance of ACSM activities arises from its capacity to create positive behavioral change, influences decision-makers, and engages and empowers communities to change which can strengthening TB program in a sustainable way.

## **C. Scope of the work**

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Effective behavior-change communication and messages need to convey more than just the medical facts as medical facts alone do not necessarily motivate people to visit a TB clinic or complete their treatment. The messages should explore the reasons why people do or do not take action on the information they receive, then focus on changing the actual behavior by addressing the different causes identified whether social norms or personal attitudes.

Accordingly UNDP-Iraq is seeking to contract a specialized media company that is expected to undertake the following major activity:

- Dissemination of 30 sec TV spot on TB in Kurdish local TV channels in Dohuk governorate only.
- Ensure and monitor the broadcast of TV spots in Local TV channels in Dohuk governorate only, three times a day during the time period of 6-9pm for three months duration through providing documentation.

## **D. Outputs**

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- Ensure and monitor the broadcasting of the TV spot for 3 months in Duhok.

#### **E. Duration of the work**

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- The target commencement date for broadcasting of the requested TV spot would be within the first half of April 2016 with the total period of 3 months upon the signing of the contract by both parties.

#### **F. Methods of payment**

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The payment for the contractor will be made as follow:

1<sup>st</sup> payment: 75% of total payment will be paid in three instalment (25% at the end of each month); each payment would be proceeded within 30 days upon submitting broadcasting documentations & invoice a long with the PM approval that the services have been satisfactory rendered.

2<sup>nd</sup> payment: 25% upon completion of the broadcasting service for the total period of three months

#### **G. Qualifications of the Successful Contractor:**

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- Company/Agency profile with availability of resources and skills to deliver the advertised service through documented years of experience for the company crew that preferred to be at least 5 years of experience.
- Prior experience minimum 3 years in dissemination social based TV spots related to Health Awareness.
- Knowledge and experience of at least 5 years of experiences of media in Iraq.
- Proven distribution capacities for TV spots.
- Financial proposal with detailed budget.