



IMPORTANT **Request for Proposal**

November 24, 2009

Dear Sir/Madam,

Subject: Request for Proposal for production of six 3-D animation audio visual messages on TB

You are invited to submit a proposal for production of 6 pieces of 3D animation, each between 60-75 seconds in duration. To enable you to submit a proposal, attached are:

- Annex I -** Instructions to Offerors
- Annex II -** General Conditions of Contract
- Annex III** Terms of Reference
- Annex IV-** Financial Proposal Template (Proposal Submission Form and Price Schedule)
- Annex V-** Technical Evaluation Criteria (for your information only; to be used by UNDP)

I would like to assure you that the information received from you will be kept confidential for the sole and internal consideration of UNDP. Please allow me to bring to your attention that UNDP reserves the right to disqualify your proposal from further evaluation if (1) you fail to submit the complete technical and financial proposal submission forms before the mentioned deadline; (2) the evaluation panel finds you not suitable for the assignment. In addition, kindly note that this inquiry contains no contractual offer of any kind and should not be regarded as an acceptance of any offer by the UNDP.

Please ensure that you study the Terms of Reference (Annex III) and Instruction to Offerors (Annex I) and submit **technical (CV, two samples, preliminary character development, six preliminary story boards, etc.) and financial offer in two separate sealed envelopes** and mark the envelopes as instructed in Section D of Annex I.

Your offer comprising of your CV, samples of previous animation works , preliminary character development and preliminary ideas on story board, and financial proposal (as per Annexes IV and V) along with all other supporting documents should be sent **in two separate sealed envelopes** marked **"Production of six 3-D AV messages on TB"** to the following address **no later than 12 noon of Dec 9, 2009 [18th of Azar, 1388]**.

Procurement Unit
United Nations Development Programme
8 Shahrzad Blvd, Darous, Tehran – Iran

Important notes:

- Submissions received after the mentioned date will not be evaluated and will be returned to the Offeror un-opened.



- Submissions that do not include all requested documents mentioned in Item 7 of Annex I will not be evaluated.
- Your offer must be valid for at least 90 days.
- If you request additional information, please provide us with an official letter/fax. Telephone inquiries cannot be replied.
- The Offeror shall bear all costs associated with the preparation and submission of proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of solicitation

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Sincerely,
Negar Arefi

A handwritten signature in blue ink that reads "Negar Arefi".

Deputy to Portfolio Coordinator
(Operations)/Head of Procurement Unit



Annex I

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal is to seek services for production of six 3-D animations each of 60-75 seconds with target of increasing public knowledge on Tuberculosis , transmission modes, common signs & symptoms, treatability, preventive methods, access to free of charge diagnosis & treatment services in country Primary health Care system.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offerors and correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English (sections of technical proposal including preliminary character development, and preliminary story board are accepted in Farsi) language.

7. Documents comprising the technical and financial proposal

The **Technical Proposal** shall comprise the following components:

Please note that in order for Procuring unit to evaluate your technical proposal the offerors are requested to develop preliminary character development and story board. It is understood that the final character, script and story board (after awarding the contract) will require further development.

- (a) Resume of the Offeror and all production team members.
- (b) At least two samples of previous 3-D animation work in final video format (could be DVD or CD). UNDP reserves the right to request source files only for verification purposes at any time.
- (c) Preliminary character development for the main character appearing in all 6 messages
- (d) Six preliminary storyboard with general ideas on scene, timing, characters, dialogues, etc. (for theme and subject please see Section Detailed Responsibility” in Annex III: TOR)

The **Financial Proposal** shall comprise the following components:

- Proposal Submission Form (Completed, signed and stamped and Price schedule, (completed, signed and stamped) in accordance with clauses 8 and 9 as per the template attached hereto as Annex IV;

Note:

- Please note that all expenses related to complete implementation of Terms of Reference (Annex III) including process to reach to final acceptable scenarios are the responsibility of the contractor and should be included in your financial proposal.

8. Proposal form

The Offeror shall submit all the items mentioned in item 7 above as technical proposal.

9. Proposal prices

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

10. Proposal currencies

All prices shall be quoted in Iranian Rial.

11. Period of validity of proposals

Proposals shall remain valid for sixty (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

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

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones outlined in Terms of Reference (Annex III).

D. Submission of Proposals

14. Sealing and marking of proposals

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

a. Inner Envelopes:

- ❖ Both inner envelopes shall indicate the name and address of the offeror. The first inner envelope shall contain the information of technical proposal and the second inner envelope shall include the financial proposal.

Please mark the two envelopes as follows:

- Technical proposal for “**Production of six 3-D AV messages on TB**”; Name and full address of the Offeror;
- All pages of submitted documents must be clearly marked and stamped with your name.

b. The outer envelope

Your offer comprising of technical and financial proposals, in separate sealed inner envelopes, should be sealed in an outer envelope to reach the following address no later than **12 noon of Dec 9, 2009**.to Address: # 8 (former 39) Shahrzad Blvd. Darrous, Tehran, Iran.

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

- (a) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the items specified in Clause 7 above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

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

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than day/hour, local time.

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

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

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

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

21. Evaluation and comparison of proposals

- A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.
- Total obtainable score for each proposal is 100 of which 70 belongs to technical proposal and 30 to financial proposal (please see Annex VII for details of technical evaluation criteria).
- The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 70 points in the evaluation of the technical proposals (in other word, only the financial offers of the submissions whose technical proposal obtains 49 out 70 scores will be opened and evaluated).
- The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and technical proposal items submitted under 7 above.
- In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared.
- Financial proposals will receive points in inverse proportion to the lowest price; e.g.,

[Total Price Component] x [lowest price offered in Rial] / [Price submitted by other offeror in Rial] = points (awarded to Financial Offer) for other offeror

- The contract will be awarded to the Contractor with the highest total scores accumulated under technical and financial evaluation.

F. Award of Contract

22. Award criteria, award of contract

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

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

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

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

24. Signing of the contract

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

25. Performance security (Not applicable for this contract)

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall

also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

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

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.

TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

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.

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.

AUTHORITY TO MODIFY

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

Annex III

Terms of Reference

Producing Audio Visual messages in form of 3-D Animation

Main Task:

The National Strategic Plan on prevention and control of TB has acknowledged promotion of TB information and education among general population as a priority. Mass Media, especially AV messages, has always been notified as an efficient pipeline for increasing general population knowledge in health related fields. In this regard UNDP Iran as Principal Recipient of Global Fund (GFATM) project in Iran in close collaboration with Center for Communicable Disease Control (CDC) of Ministry of Health and Medical Education is hiring a producer for production of six AV messages in form of 3-D animation.

Goals:

Producing 6 3-D animations each of 60-75 seconds with target of increasing public knowledge on Tuberculosis , transmission modes, common signs & symptoms, treatability, preventive methods, access to free of charge diagnosis & treatment services in country Primary health Care system.

Time and period:

The contract will begin upon hiring the contractor and will totally lasts for a period of 6 months.

Milestones:

Deliverable	Expected delivery time
3D animation No. 1,2,3	Up to 20 Feb. 2010
3D animation No. 4,5,6	End of contract

Location:

During producing and broadcasting the programs the contractor might work at his/her own preferable location providing availability of smooth communication ways. CDC must be informed about time and location of all implementing activities with regard to this contract to keep National TB Manger informed of progress of the work.

Direct Supervision:

Work to be performed and delivered under the direct supervision of General Director of Center for Communicable Disease Control and the NTP manager.

Detailed Responsibilities:

- To develop a time-plan in collaboration with Center for Communicable Disease Center.
- To develop a character with key common role in all 6 messages.
- To develop story board (one for each of six scenarios) and obtain approval of CDC before next step.
- To develop one scenario for each of the following themes on tuberculosis :
 - "common signs & symptoms" + "transmission modes" in message 1,
 - "common signs & symptoms" + "treatability" + "transmission period" in message 2,
 - "common signs & symptoms" + "access to free of charge diagnosis & treatment services in PHC system" in message 3,
 - "common signs & symptoms" + "treatment duration & DOT importance" in message 4,
 - "close contacts follow up" + "preventive actions" + in message 5,
 - "common signs & symptoms in children" in message 6,
- To ensure receiving approval of CDC and Health Council of IRIB on the final scripts before starting production.
- To illustrate the main character and share with CDC for approval.
- Producing 6 3-D animations as per the timeframe mentioned under section of Time and Period.
- Constant liaison with UNDP/CDC and any representative introduced by UNDP/CDC throughout the production.

Output/Deliverables:

- 6 3D animations each of them 60-75 seconds.

Qualifications, Experience And Other Requirements:

- The contractor should be knowledgeable of and have experience in the state of art technology in the fields of media, mass media and education.
- Experience in working with health related programs or MOH (Ministry Of Health).
- Accepted Previous experience of 3D Animation production (the sample of previous similar production should be presented in selection process)

Terms and remuneration:

Payment terms will be decided at the time of contract,

Verification:

The final deliverable should be clearly approved by CDC as the final verification of the work.

Others:

- All data gathered and produced under this contract and all deliverables of this contract are to be considered of propriety nature and the use, copy, publication

and distribution of the entire or any portion of which, without the expressed written consent of CDC is strictly forbidden and may entail legal consequences.

- CDC will provide the contractor with all the relevant documents and support for the implementation of the work.

Annex IV

PROPOSAL SUBMISSION FORM

To: UNDP Iran
Procurement Unit

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver “Production of 3-D AV messages on TB” in conformity with the said RFP documents for the sum of [total price amount in words and figures] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver the goods in accordance with the delivery schedule specified in Terms of Reference.

We agree to abide by this Proposal for a period of [minimum 90 days] days from the date fixed for opening of Proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated thisday of[year].

.....
Signature

.....
[in the capacity of]

Duly authorized to sign the Proposal for and on behalf of

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Procuring entity to determine compliance of Proposal with specifications as per Schedule of Requirements and Technical Specifications of this RFQ.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
4. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.

Name of Offeror:					
Item	Description*	Unit	Unit Price (Rials) **	Quantity Required	Total Price per item (Rials)
1	<u>Production of 3-D AV messages on TB</u>	AV messages		6	
GRAND TOTAL (Rial)					

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Offeror

Annex V– Technical Evaluation Criteria

The following sets the general criteria to be used by the evaluating panel for the purpose of technical evaluation.

Criteria	Total obtainable score
1. CV and background of applicant	15
2. Quality of samples of previous animation works (at least 2 samples must be submitted)	25
3. Background in media with regard to health and education	10
4. Preliminary character development and preliminary ideas on story board	20

5. Evaluation and comparison of proposals

- A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.
- Total obtainable score for each proposal is 100 of which 70 belongs to technical proposal and 30 to financial proposal (please see Annex VII for details of technical evaluation criteria).
- The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 70 points in the evaluation of the technical proposals (in other word, only the financial offers of the submissions whose technical proposal obtains 49 out 70 scores will be opened and evaluated).
- The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and technical proposal items submitted under 7 above.
- In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared.
- Financial proposals will receive points in inverse proportion to the lowest price; e.g., $[Total\ Price\ Component] \times [lowest\ price\ offered\ in\ Rial] / [Price\ submitted\ by\ other\ offeror\ in\ Rial] = points\ (awarded\ to\ Financial\ Offer)\ for\ other\ offeror$

- The contract will be awarded to the Contractor with the highest total scores accumulated under technical and financial evaluation.