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| United Nations Development Programme<br><br>UNDP- AFGHANISTAN<br>Procurement Unit<br>ELECT project |  | <div>REQUEST FOR PROPOSAL</div> <div>Number: UNDP/ELECT/AFG/101/2009 - Media monitoring EMC</div> <div>All Correspondence, Each Case and Parcel must show the RFP Number</div> |
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## Request for Proposal (RFP) Cover Letter

Date: 21 May 2009



Dear Sir/Madam,

### **Subject: RFP for the Provision of Media Monitoring Services of the Electoral Media Commission during the election campaign in Afghanistan**

1. You are requested to submit a proposal for the Provision of Media Monitoring Services of the Electoral Media Commission during the election campaign in Afghanistan, as per enclosed Terms of Reference (TOR).
2. All proposals are subject to the Instructions to Offerors and such other provisions, specifications and instructions as are attached or incorporated herein by reference (hereinafter collectively called " Request for Proposal" or "RFP"). Solicitation documents hereunder include:
  - i. Instructions to Offerors (Annex I)
  - ii. General Conditions of Contract (Annex II)
  - iii. Terms of Reference (TOR) (Annex III)
  - iv. Proposal Submission Form (Annex IV)
  - v. Price Schedule (Annex V)
  - vi. Acknowledgement Letter (Annex VI)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **June 3<sup>rd</sup> 2009 at 4 pm (16.00) Kabul local time.**



Address: United Nations Development Programme (UNDP)  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan  
Attention: ELECT project in BUNKER E **only**

4. Interested parties are welcome to send any queries they may have with regard to this RFP through email [procurement.elect@undp.org](mailto:procurement.elect@undp.org) up to 5 days prior to the last date for submission of proposal. If you request information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. If the proposal is sent by email, it can be done **only** at the following address: [procurement.elect@undp.org](mailto:procurement.elect@undp.org) in two different emails clearly indicating the reference number of the RFP and the content of the documents: "technical proposal" OR "financial proposal". The email file size MUST be limited to 3MB. Any files over 3MB MUST be split and sent as separate emails, clearly marked "email 1 of 2", "email 2 of 2".

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6. Your submission will be considered upon the provision with this RFP the following, failure in providing the requested documents may grounds for disqualification of the Offeror.
  - Company background
  - Minimum of three years of experience in the relevant field
  - Reference list (Client list)
7. The recipients of this RFP are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP/ELECT Afghanistan by completing the Annex VI acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to [procurement.elect@undp.org](mailto:procurement.elect@undp.org) five days after receipt of this RFP.
8. A conference will be held on Monday 25 May 2009 at 10.00 am in ELECT conference room in UNDP, to familiarize the Offerors with the requirements. The representatives of the Offerors MUST for security purposes notify UNDP of their intention to attend the conference the day before. The representatives of the Offerors are requested to reach UNDP compound Main Gate at 09.50 am on the stipulated date.

Yours sincerely,  
 Procurement ELECT  
 UNDP Afghanistan  
[Procurement.elect@undp.org](mailto:Procurement.elect@undp.org)

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## Annex I-Instructions to Offerors

### A. Introduction

#### 1. General

Purpose of RFP: Provision of Media Monitoring Services of the Electoral Media Commission during the election campaign in Afghanistan as per enclosed Terms of Reference (TOR).

#### 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.

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

## C. Preparation of Proposals

### 6. Language of the proposal

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

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) organizational profile, track record and proposed key staff CVs



### 8. Proposal form

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

#### (a) Management plan

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

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

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(b) Resource plan

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

(c) Proposed methodology

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

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

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

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


(d) Quality Assurance Mechanism which will be put in place, how quality can be assured, or is guaranteed, by the Offeror.

**9. Proposal prices**

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

**10. Proposal currencies**

All prices shall be quoted in US dollars or any convertible currency.

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## 11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) 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 initialed 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.

## B. 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) The outer envelope shall be:

- addressed to –

Address: United Nations Development Programme (UNDP)  
Shah Mahmood Ghazi Watt

|  |  |  |
|--|--|--|
| United Nations Development Programme<br><br>UNDP- AFGHANISTAN<br>Procurement Unit<br>ELECT project |  | <div>REQUEST FOR PROPOSAL</div> <div>Number: UNDP/ELECT/AFG/101/2009 - Media monitoring EMC</div> <div>All Correspondence, Each Case and Parcel must show the RFP Number</div> |
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Attention Kabul, Afghanistan  
ELECT project in BUNKER E **only**

and,

- marked with –

**“RFP: UNDP/AFG/ELECT/101/2009 - Provision of Media Monitoring Services of the Electoral Media Commission during the election campaign in Afghanistan”**

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring 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 UNDP ELECT project at the address specified under clause *Sealing and marking of Proposals* no later than **June 3<sup>rd</sup> 2009 at 4 pm (16.00) Kabul 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 ELECT project 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

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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.



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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. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared.

Final combined scoring of each Offeror will be on the basis of combined evaluation of technical score weighting 70% and the financial score weighting 30%. The maximum score obtainable for the price proposal is 100.

The award will be granted to **Offerors** achieving the highest combined score. The formula for determining the financial scores is the following:

$F_s = 100 \times F_1 / F_c$ :  $F_s$  is the financial score;  $F_1$  is the lowest price and  $F_c$  is the price of the proposal under consideration.

The weights given to the technical and financial proposals are:  $T=0.7$ ,  $F=0.3$


The highest score will be calculated by formula:  $HS = T \times 0.7 + 0.3 \times F_s$

( $HS$  = Highest Score,  $T_s$  = technical score,  $F_s$  = Financial score)

### *Technical Evaluation Criteria*

| Summary of Technical Proposal Evaluation Forms |  | Score Weight | Points Obtainable | Company / Other Entity |   |   |   |   |
|--|--|--------------|-------------------|------------------------|---|---|---|---|
|  |  |              |                   | A                      | B | C | D | E |
| 1.   | Expertise of Firm / Organization submitting Proposal | 20%          | 20                |                        |   |   |   |   |
| 2.   | Proposed Work Plan and Approach                      | 70%          | 70                |                        |   |   |   |   |
| 3.   | Personnel  | 10%          | 10                |                        |   |   |   |   |
| <b>Total</b>                                   |  |              | <b>100</b>        |                        |   |   |   |   |

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or

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weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:


**Form 1:** Expertise of Firm / Organization Submitting Proposal

**Form 2:** Proposed Work Plan and Approach

**Form 3:** Proposed personnel

| Technical Proposal Evaluation<br>Form 1              |  | Points<br>obtainable | Company / Other Entity |   |   |   |   |
|--|--|----------------------|------------------------|---|---|---|---|
|  |  |                      | A                      | B | C | D | E |
| Expertise of firm / organization submitting proposal |  |                      |                        |   |   |   |   |
|  |  |                      |                        |   |   |   |   |
| 1.1  | Reputation of Organization and Staff (Competence / Reliability)  | 4                    |                        |   |   |   |   |
| 1.2  | General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls) | 3                    |                        |   |   |   |   |
| 1.3  | Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills).  | 3                    |                        |   |   |   |   |
| 1.4  | Quality assurance procedures, warranty   | 3                    |                        |   |   |   |   |
| 1.5  | Relevance of:<br>- Specialized Knowledge<br>- Experience on Similar Programme / Projects<br>- Experience on Projects in the Region<br>Work for UNDP/ major multilateral/ or bilateral programmes   | 7                    |                        |   |   |   |   |
|  |  | 20                   |                        |   |   |   |   |

| Technical Proposal Evaluation<br>Form 2 |   | Points<br>Obtainable | Company / Other Entity |   |   |   |   |
|---|---|----------------------|------------------------|---|---|---|---|
|   |   |                      | A                      | B | C | D | E |
| Proposed Work Plan and Approach         |   |                      |                        |   |   |   |   |
|   |   |                      |                        |   |   |   |   |
|   | Is the list of the proposed radio stations adequate and appropriate for the task? | 10                   |                        |   |   |   |   |
|   | Is the list of the proposed TV station a adequate and appropriate for the task?   | 10                   |                        |   |   |   |   |
|   | Is the list of the proposed printed media adequate and appropriate for the task?  | 10                   |                        |   |   |   |   |
|   | Is the list of the proposed locations where a media                               | 5                    |                        |   |   |   |   |

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|     | monitoring unit will be set up adequate and appropriate for the task?   |    |  |  |  |  |  |
|     | Is the explanation of the recording system clear, well defined and appropriate for the task?  | 5  |  |  |  |  |  |
|     | Are the explanations of the system used to transfer recorded material or data from the field to the applicant's HQ in Kabul clear, well defined and appropriate for the task? | 5  |  |  |  |  |  |
|     | Is the description of the database that will be used to gather the collected data clear, well defined and appropriate for the task?   | 5  |  |  |  |  |  |
|     | Is the analysis/coding form that will be used by the media monitoring to collect information clear, well defined and appropriate for the task?                                | 10 |  |  |  |  |  |
|     | Are the Work plan and Timeline clear, well defined and appropriate for the task?  | 6  |  |  |  |  |  |
| 2.5 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?                          | 4  |  |  |  |  |  |
|     |   | 70 |  |  |  |  |  |



| Technical Proposal Evaluation<br>Form 3 |  |  | Points<br>Obtainable | Company / Other Entity |   |   |   |   |
|---|--|--|----------------------|------------------------|---|---|---|---|
|   |  |  |                      | A                      | B | C | D | E |
| Personnel                               |  |  |                      |                        |   |   |   |   |
|   |  |  |                      |                        |   |   |   |   |
| 3.1                                     | General Qualification of the Media Monitoring main Manager/s:<br>-Suitability for the project<br>- Professional Experience in the area of specialization |  | 5                    |                        |   |   |   |   |
| 3.2                                     | Suitability for the project of the quality and numbering of the personnel working in Kabul and at local level  |  | 5                    |                        |   |   |   |   |
|   |  |  | 10                   |                        |   |   |   |   |

## E. 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 organization and activity concerned.


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### **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.

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## Annex II-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.

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## 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.

## C. 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

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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.

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## 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.



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## 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.

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## 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.

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## Annex III- Terms of Reference (TOR)

### Background

The Electoral Law of Afghanistan establishes the Media Commission and tasks it with the monitoring of fair reporting during the election campaign [article 51 of the Electoral Law].

In order to accomplish this task, UNDP ELECT will evaluate proposals from firms or organisations that are willing to provide the Electoral Media Commission with data regarding the political communication during the election campaign.

Applicants are encouraged to study the documentation and the reports posted at the website of the 2005 Media Commission [http://www.jemb.org/media\\_commission/index.html](http://www.jemb.org/media_commission/index.html)

### Description of the tasks

The service provider shall provide the EMC with data on the quantity of time/space given by the different media outlets to the competitors for the Presidential and Provincial Council elections. The quantitative analysis will be done in conjunction with a qualitative analysis of the time/space given to the competitors. Special or spot reports will have to be done in case serious violations such as hate speech take place.

The methodology to be used shall allow the service provider to:


- Indicate clearly the monitored hours per each monitored radio and TV channel [for example from all the monitored TV channels in 2005 were monitored from 16:00 to 23:00 every day; the radio stations might have different monitored hours]
- Archive all the recorded material
- Identify relevant competitors
- Count how much time each competitor has received on each monitored TV and radio station
- Distinguish between the time used by the competitor directly [direct speech, when the competitor's voice is clearly audible] and the time given by the media to cover the competitor [for example the time used by a journalist to cover a rally by one of the competitors]
- Count how much space each competitor has received on each monitored newspaper
- Evaluate the quality of the time/space given to each competitor
- Produce tables for each monitored media with quantity and quality indicators of the time/space given by the media outlets to the electoral competitors
- Produce analytical reports per each monitored media indicating if the media outlet has advantaged or disadvantaged any competitor

### Corpus of analysis

The service provider in its proposal will list the radio stations, TV channel and the printed media that are suggested to be monitored for the purpose of allowing the Media Commission to monitor the fair reporting during the election campaign.

The election campaign will officially start with the publication by the IEC of the final list of candidates on 12 June 2009.

The election campaign will close 48 hours before the opening of the polls on 20 August [at 7:00 am] –article 38 of the Electoral Law.

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The service provider will also analyse the silence period during the 48 hours and the Election Day, and will report to the Media Commission if the silence was violated, and the details of the violation [on which channel, name of the programme when the violation occurred, name of the competitor who was given the opportunity to campaign]

### Period of monitoring

The Media Monitoring will last for two months: from before the end of June till the end of August.

### Deliverable

The service provider will provide the EMC with weekly reports and cumulative reports [monthly and a final report]. Spots reports, for example on hate speech will be produced on an *ad hoc* base.

The following table is an example of the types of reports the 2005 Media Commission was provided with by the service provider of that time.

More examples are available on: [http://www.jemb.org/media\\_commission/media\\_moni.html](http://www.jemb.org/media_commission/media_moni.html)

#### TV Channels

#### Percentage of coverage and tone


#### RTA TV

| POLITICAL SUBJECTS OF:<br>(All)             | Coverage | Tone |   |        |
|---|----------|------|---|--------|
|   |          | -    | = | +      |
| 01-39-0007 = Abdul Ghaffar Dawi (WJ)        | 55.86%   |      |   | 100.0% |
| 08-72-0028 = Doctor Nazdana (WJ)            | 20.72%   |      |   | 100.0% |
| 30-86-0008 = Atiqullah (WJ)                 | 9.91%    |      |   | 100.0% |
| 01-39-0030 = Ustad Abdrab Rasool Sayaf (WJ) | 5.41%    |      |   | 100.0% |
| 14-01-0022 = Burhan-u-Deen Rabanee (WJ)     | 4.73%    |      |   | 100.0% |
| 01-39-0054 = Saeed Mustafa Kazimi (WJ)      | 2.70%    |      |   | 100.0% |
| 01-39-0045 = Ghous Zalmai (WJ)              | 0.68%    |      |   | 100.0% |

Base: 7 minutes and 24 seconds.

RTA TV is the nation-wide state-owned TV channel that broadcasts from Kabul.

- No presenters running as candidate have been on air in this first two weeks of the election campaign.
- Abul Ghaffar Dawi is the husband of Shukria Barakzia is the editor-in-chief of the weekly Aina-e-Zan (see also Anis Daily).
- Mr. Atiqullah was killed in Urozgan at the end of August.
- Usatad Abdurab Rasool Sayaf is the Leader of Dawat-e-Islami Afghanistan.
- Burhan-u-Deen Rabanee was the second president of the Islamic Republic of Afghanistan after the fall of the last government supported by Russia. He is the current leader of Jameat-e-Islami Afghanistan.
- Saeed Mustafa Kazimi was Minister of Trade during the interim and transitional administrations of President. Karzai. Nowadays he is leading the party of Eqtidar-e-Milli.
- Ghows Zalmai is an independent Afghan Journalist coming back from west now retired.

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Monitoring period of this table 17 – 30 August, all the RTA programmes monitored from 16:00 to 23:00

### **Selection Criteria**

The proposal shall comprise the following components:

- Proposal submission form;
- Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- Price schedule, completed in accordance with clauses 8 and 9;
- Organizational profile, track record and proposed key staff CVs : reference to previous similar projects implemented by the Company or Organization/ background or area of specialization of the Company or Organization.

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

- Management plan;
- Resource plan;
- Proposed methodology;
- Quality Assurance Mechanism.

The Submissions should show Measurable Indicators for achieving the Intended Outputs such as but not limited to:



- List of the proposed radio stations to be monitored;
- List the proposed TV stations to be monitored;
- List of the proposed printed media to be monitored;
- List of the locations where a media monitoring unit will be set up.

The Management Plan part of the operational and technical part of the Offeror's proposal should develop such following points but not limited to:

- Work plan,
- Timeline.

The Proposed Methodology part of the operational and technical part of the Offeror's proposal should develop such following points but not limited to:


- Explanation of the recording system that will be used both at the applicant's HQ in Kabul and at local level [i.e. digital and/or analogue recording]
- Explanations of the system used to transfer recorded material or data from the field to the applicant's HQ in Kabul. In particular it is important that the applicant explains how they intend to monitor the local radio and TV stations: if they are going to record locally and then send the recorded material to Kabul or if they intend to analyse the recorded material at local level, how they are going to transfer the data to the applicant's HQ in Kabul.
- Description of the Database that will be used to gather the collected data
- Presentation of the analysis / coding form that will be used by the media monitor to collect information on the quantity and quality of time given to the electoral

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competitors. The fields in the form will be reflected in the Database. Among the fields there will be name of the media, programme, name of the competitor, political affiliation, amount of time, topic etc.

The Resource Plan part of the operational and technical part of the Offeror's proposal should present such following points but not limited to:

- Bio of the Media Monitoring main Manager/s;
- Breakdown of the personnel working in Kabul and at local level [Number of media monitors in Kabul, numbers of media monitors at local level [breakdown per location of media monitoring], number and description of all the positions].

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## Annex IV-PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Services for the provision of Media monitoring of the Electoral Media Commission (EMC) in Afghanistan** for the sum \_\_\_\_\_ 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 commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation 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 this day /month \_\_\_\_\_ of year \_\_\_\_\_

**D. Signature**

(In the capacity of)

Duly authorised to sign Proposal for and on behalf



## Annex V-PRICE SCHEDULE

**The Offeror is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors or the submission will be rejected.**

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

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

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

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


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

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

The Offerors will be responsible for the organization and logistics of the media monitoring and for covering all media monitoring related costs both in Kabul and at the local level.

| <b>Price Schedule:<br/>Request for Proposals for Services</b> |                               |                        |                        |                         |
|---|-------------------------------|------------------------|------------------------|-------------------------|
| <b>Description of Activity/Item</b>                           |                               | <b>Number of Staff</b> | <b>E. Monthly Rate</b> | <b>Estimated Amount</b> |
| <b>1.</b>   | <b>Remuneration</b>           |                        |                        |                         |
| 1.1   | Services in Home office       |                        |                        |                         |
| 1.2   | Services in Field             |                        |                        |                         |
|   |                               |                        |                        |                         |
| <b>2.</b>   | <b>Out of Pocket Expenses</b> |                        |                        |                         |
| 2.1   | Travel                        |                        |                        |                         |
| 2.2   | Per Diem Allowances           |                        |                        |                         |
| 2.3   | Communications                |                        |                        |                         |
| 2.4   | Reproduction and Reports      |                        |                        |                         |
| 2.5   | Equipment and other items     |                        |                        |                         |



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## Annex VI-Acknowledgement Letter

**PLEASE TYPE OR PRINT ELEGIBLY & RETURN VIA email: [procurement.elect@undp.org](mailto:procurement.elect@undp.org)**

Date

Dear Mr.,

**Subject: “RFP: UNDP/AFG/ELECT/101/2009 - Services for the provision of Media Monitoring of the Electoral Media Commission in Afghanistan”**

We the undersigned acknowledge receipt of your Request for Proposal dated \_\_\_\_\_ for the **provision of Media Monitoring of the Electoral Media Commission (EMC) in Afghanistan** and here by confirm that

a) ☐ we intend

b) ☐ we do not intend

To submit a proposal to the United Nations Development Programme by the deadline of \_\_\_\_\_.

|   |  |                       |  |         |  |
|---|--|-----------------------|--|---------|--|
| Name of our representative (s) designated for this engagement |  | ..... , and<br>2..... |  |         |  |
| Firm/Company's name (Proposer)                                |  |                       |  |         |  |
| Address:  |  |                       |  |         |  |
| City  |  | State                 |  | Zip     |  |
| Signature of Authorized Representative:                       |  |                       |  |         |  |
| Name  |  | Title                 |  |         |  |
| Telephone No.   |  | Ext.                  |  | Fax No. |  |
| Email address   |  |                       |  |         |  |