



Funded by the
European Union

EU4Moldova: Local communities

2021/427-494

With funding from

 Austrian
Development
Cooperation

Reference No.: **LOCOMO-025-Airtime & Broadcasting**

S E R V I C E C O N T R A C T

For Consultant Services and Similar Intellectual Services

Project Number: 2021/427-494; ADA project number: 6550-00/2022 EU4Moldova: Local communities (LOCOMO)

Concluded by and between the **Austrian Development Agency** represented by the Head of the Coordination Office for Technical Cooperation of the Austrian Embassy Chisinau EU Multi-Partner Contribution Agreement 2021/427-494, Project "EU4Moldova Local communities", having its address at MD-2009, Str. Alexei Mateevici nr. 23 A, Chişinău as contracting authority (hereinafter "ADA"),

and

"BRIGHT COMMUNICATIONS" SRL, an enterprise with the legal form of limited liability company, registered in the register of companies in Republic of Moldova under number 114635, registered with business address at MD-2012, str. Teatrului 2/2, Chisinau, Moldova, IDNO – 1013600040861, as contractor (hereinafter "Contractor").

Article 1. Services to be performed

- 1.1 ADA commissions and the Contractor accepts the order pursuant to the Terms of Reference (Section II of the Tender document) and the Last and Best Offer, both attached hereto.
- 1.2 The Contractor acknowledges that this service contract (hereinafter "Contract") is concluded in the framework of the project "2021/427-494; ADA project number: 6550-00/2022 EU4Moldova: Local communities (LOCOMO)" (co-)financed by the European Union (EU). In performing its tasks, the Contractor therefore shall take into consideration the relevant terms and conditions of the General Conditions to the European Union Multi-Partner Contribution Agreement 2021/427-494 (hereinafter "Contribution Agreement"), concluded between ADA and the EU and attached hereto.

- 1.3 All communications to ADA in connection with the Contract and any documents resulting from performance of this Contract shall be in English language. Where the language specified is not English and if so requested by ADA, they shall be accompanied by a translation or a summary in English, at ADA's choice.

Article 2. Time schedule and place of performance

- 2.1 The agreed services shall be performed in accordance with the below deliverables. The contract is concluded with effect from the date of its award and shall run until 31 December 2025.

1. Promo videos/materials (full media production, up to 3 min. (e.g., reportage)

- Television - **15** (fifteen) media production/promo reportage (including web pages & social media platforms)
- online platforms (incl. social media platforms) **15** (fifteen) including short text and video (up to 3 minutes)

2. PR video advertorial (client's video (up to 2 minutes) and text)

- Television - **10** (ten) videos (incl. web platforms & social media channels)

3. PR advertorial (client's photo (up to 10) and text)

- Online platforms – **20** (twenty) publications (incl. social media channels)

4. Live broadcasting of 8 events ensured (on 2 web media platforms, and cross posting on 2 mass-media platforms)

- 2.2 The place of performance shall be Republic of Moldova.

Article 3. Compensation for the services rendered

- 3.1 The compensation for the services rendered (the remuneration) shall cover the entire work and all efforts made by the Contractor under this Contract, including the costs incurred thereby, such as office costs and cost of materials, costs for the required number of copies, travel expenses as well as costs for staff to be employed by the Contractor and to be used for carrying out the agreed tasks, including the resulting taxes and social security charges.

- 3.2 If the Contractor is liable to pay value added tax (VAT), the compensation for the services rendered (remuneration and reimbursement of expenses, if any) is increased by the amount of VAT paid by the Contractor to the tax authority, on the condition that the Contractor proves that such VAT is not recoverable by any means, and it is established that they are effectively borne by the Contractor. Expenses shall be reimbursed exclusive of VAT in case the Contractor is entitled to input tax deduction. The project is VAT exempted according to the Annex 1 of the GoM Decision no. 246 dated 08 April 2010. Project ID on Aid Management Platform (AMP) is 8721174017168.

3.3 The Contractor shall receive a fixed lump-sum of **EUR 28,317.15** (twenty-eight thousand three hundred seventeen euros and fifteen euro cents) including any applicable VAT as an all-inclusive sum for remuneration and expenses.

3.4 Payment schedule:

No.	Item/Service	No of Units,	Unit Price,	Total Price,
		events/service	EUR, VAT 0%	EUR, VAT 0%
1	Promo videos/materials (full production and broadcasting, up to 3 min. (e.g. reportage) Television and online platform (web page, incl. social media platforms) Moldova1 ProTV TV8 JurnalTV TVR Moldova	3	833.33	2,499.99
		3	1,500.00	4,500.00
		3	1,020.00	3,060.00
		3	1,000.00	3,000.00
		3	500.00	1,500.00
		3	500.00	1,500.00
2	PR video advertorial (client's video (up to 2 minutes) and text) broadcasting Television and online platform (web page, incl. social media platforms) Moldova1 ProTV TV8 JurnalTV TVR Moldova	2	833.33	1,666.66
		2	1,500.00	3,000.00
		2	1,020.00	2,040.00
		2	1,000.00	2,000.00
		2	500.00	1,000.00
		2	500.00	1,000.00
3	PR advertorial (client's photo (up to 10) and text) publication www.realiatea.md + www.bani.md + www.rupor.md Unimedia.info Agora.md Diez.md	5	145.00	725.00
		5	95.10	475.50
		5	85.00	425.00
		5	85.00	425.00
		5	85.00	425.00
4	Live broadcast (privesc.eu) (incl. cross posting on 2 mass-media platforms)	4	300.00	1,200.00
5	Live broadcast (Rlive.md) (incl. cross posting on 2 mass-media platforms)	4	200.00	800.00
TOTAL				28,317.15

Article 4. Travel expenses

- 4.1 For the purposes of this Contract, travel expenses shall mean transportation costs as well as costs of accommodation and meals.
- 4.2 Travel that is not expressly foreseen in the Terms of Reference requires prior written authorization by ADA. Otherwise, the Contractor shall not be entitled to reimbursement of travel expenses.
- 4.3 Applications for reimbursement of travel expenses must be presented in the course of financial statements and/or the final financial statement. For the reimbursement of travel expenses, see section 2 of the ADA General Terms and Conditions.

Article 5. Terms of payment

- 5.1 The remuneration and reimbursement of expenses shall be paid to the Contractor's account at:

BIC (S.W.I.F.T):	RNCBMD2X504
IBAN:	MD61RN000000022249011295
Name of bank:	B.C. Banca Comerciala Romana Chisinau SA

Payment shall be made corresponding to the progress of performance on the basis of duly substantiated interim financial statements after proper submission of deliverables as defined in Article 1 and Article 2, and submission of an invoice within thirty (30) days of ADA's approval of its substantive and financial accuracy. If an hourly/daily remuneration has been agreed, a list of hours/days as well as the expense vouchers, if any, shall be enclosed to the financial statement. If a final report must be submitted, payment shall be effected only after presentation of the proper final report including an auditable final financial statement (as defined in section 3 of ADA General Terms and Conditions) within thirty (30) days of ADA's approval of their substantive and financial accuracy.

ADA shall transfer the invoiced amount converted in MDL (Moldovan leu currency) based on the exchange rate of the National Bank of Moldova on the day of payment.

- 5.2 Acceptance of the final payment based on the final financial statement shall exclude subsequent claims unless a reservation to that effect is included in the financial statement or such a claim is raised within one month of receipt of the payment. Reasons for such reservation must be given in writing.

Article 6. Subcontractors

6.1 The Contractor may subcontract only upon ADA's prior written consent.

Article 7. Social security contributions and taxes

- 7.1 The Contractor shall be solely responsible for paying taxes on all compensation received in connection with the Contract.
- 7.2 The Contractor shall comply with the relevant provisions of the Agreements No. 29, 87, 94, 95, 98, 100, 105, 111 and 138 of the International Labour Organisation, BGBl. [Austrian Federal Law Gazette] No. 228/1950, No. 20/1952, No. 39/1954, No. 81/1958, No. 86/1961, No. 111/1973 and BGBl. III No. 200/2001, each in its currently applicable version.
- 7.3 The performance of the Contract must be carried out in such a way that the legal rules governing labour and social law in force at the place at which the services are to be performed are complied with. Where the Contract is to be performed in Austria, the Contractor hereby undertakes to comply with the relevant legal rules in Austria. These legal rules are available for inspection by interested bidders and applicants at the local branch of the statutory representatives of employers and employees with jurisdiction over performance of the Contract.

Article 8. Documents, equipment

- 8.1 ADA shall provide the Contractor with the following documents and/or equipment: N/A.
- 8.2 The Contractor undertakes to return such documents and/or equipment in a proper condition immediately after fulfilment of the Contract, in the case of early termination of the contractual relationship immediately after the date of termination.
- 8.3 With regards to equipment, vehicles and remaining major supplies that the Contractor purchased in performance of the Contract, the following shall apply: In accordance with Article 9 of the General Conditions to the Contribution Agreement, title to and possession of such equipment, vehicles and remaining supplies shall be transferred, free of charge and as determined by ADA, to local authorities, local Co-Beneficiaries, local Grant Beneficiaries, Final Beneficiaries or ADA.

Article 9. Processing of personal data

- 9.1 The Contractor acknowledges:
- a) to have taken note of the ADA Privacy Notice, <https://www.entwicklung.at/en/media-centre/privacy-notice> ("ADA Privacy Notice");

- b) that ADA may transfer personal data to the European Commission. Processing of personal data by the European Commission takes place pursuant to Regulation 2018/1725 (Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC Text with EEA relevance, OJ L 295, 21.11.2018, p.39.) and in accordance with the European Commission's privacy statement.

9.2 The Contractor shall:

- a) promptly bring the ADA Privacy Notice to the attention (or ensure it is brought to the attention) of all natural persons, whose personal data are directly or indirectly transferred or disclosed to ADA during initiation or performance of this Contract;
- b) ensure that personal data referred to in Section 9.2a) is transferred or disclosed to ADA in accordance with applicable data protection law;

9.3 The Contractor shall comply with applicable data protection law and ensure an appropriate protection of personal data. The Contractor shall

- a) process personal data lawfully, fairly and in a transparent manner;
- b) collect personal data only for specified, explicit and legitimate purposes;
- c) process personal data only as far as it is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d) ensure that personal data processed is accurate and up-to-date;
- e) keep personal data in a form that permits identification of data subjects for no longer than is necessary for the purposes for which it is processed; and
- f) process personal data in a manner that ensures appropriate security of the personal data.

9.4 The Contractor acknowledges that transparency is an important guiding principle of ADA's work as the operational unit of Austrian Development Cooperation. The Contractor therefore acknowledges that ADA may publish, in particular on ADA's website, information about the Contract and documents created pursuant to this Contract (see section 12.2 of the ADA General Terms and Conditions).

Article 10. Place of jurisdiction and applicable law

- 10.1 Any disputes arising out of this Contract shall be referred to the competent Austrian court. Place of jurisdiction is 1010 Vienna.

10.2 Notwithstanding Section 10.1, ADA shall have the option to submit disputes or claims arising out of or in connection with this Contract, including disputes relating to its validity, breach, termination or nullity, to arbitration in accordance with the UNCITRAL Arbitration Rules valid at the effective date of this Contract. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration at The Hague. The number of arbitrators shall be one. The place of arbitration shall be Vienna and the language to be used in the arbitral proceedings shall be English. ADA may exercise this option also if litigation is brought against ADA in the court of law pursuant to Section 10.1, by objecting to the court's jurisdiction.

10.3 Disputes arising from or in connection with this Contract shall be governed exclusively by Austrian Law, under exclusion of any conflict of law rules or referrals to foreign law.

Article 11. Supplementary provisions

Not applicable

Article 12. Final provisions

12.1 Correspondence under this Contract shall be sent to:

To: irina.branisteru@ada.gv.at

Cc: locomo@ada.gv.at; artur.profire@ada.gv.at

Any change of the contact details must be communicated to the other party without delay.

12.2 This Contract constitutes the entire and only agreement between the parties regarding its subject matter and supersedes all other prior representations, agreements, and understandings between the parties. No modification of or amendment to this Contract shall be effective unless made in writing, including any renouncement of this formal requirement.

12.3 The waiver from time to time by a party of any of its rights or its failure to exercise any right or remedy shall not operate or be construed as a continuing waiver of same or of any other of such party's rights or remedies provided in this Contract. No waiver by a party of a particular provision, right or remedy shall be effective unless in writing and signed by that party.

12.4 ADA may at any time assign or otherwise transfer this Contract or any of the rights or obligations under this Contract to the EU, the European Commission or the Contracting Authority (as defined in the Contribution Agreement).

12.5 The Contractor is not permitted to dispose of claims arising from the Contract, whether by assignment, instruction or pledge; dispositions made in breach of this Section 12.5

Financial Offer

Title: Contracting service of airtime and live broadcasting on TV and online media

Procurement no. 025-Broadcasting

No.	Item/Service	No of Units,	Unit Price,	Total Price,	
		events/service	EUR, VAT 0%	EUR, VAT 0%	
1	Promo videos/materials (full production and broadcasting, up to 3 min. (e.g. reportage) Television and online platform (web page, incl. social media platforms)				
		Moldova1	3	833,33	2.499,99
		ProTV	3	1.500,00	4.500,00
		TV8	3	1.020,00	3.060,00
		JurnalTV	3	1.000,00	3.000,00
		TVR Moldova	3	500,00	1.500,00
2	PR video advertorial (client's video (up to 2 minutes) and text) broadcasting Television and online platform (web page, incl. social media platforms)				
		Moldova1	2	833,33	1.666,66
		ProTV	2	1.500,00	3.000,00
		TV8	2	1.020,00	2.040,00
		JurnalTV	2	1.000,00	2.000,00
		TVR Moldova	2	500,00	1.000,00
3	PR advertorial (client's photo (up to 10) and text) publication www.realitatea.md + www.bani.md + www.rupor.md				
		Unimedia.info	5	145,00	725,00
		Unimedia.info	5	95,10	475,50
		Agora.md	5	85,00	425,00
		Diez.md	5	85,00	425,00
4	Live broadcast (privesc.eu) (incl. cross posting on 2 mass-media platforms)	4	300,00	1.200,00	
5	Live broadcast (Rlive.md) (incl. cross posting on 2 mass-media platforms)	4	200,00	800,00	
No.	Item/Service	No of Units,	Unit Price,	Total Price,	
		events/service	EUR, VAT 0%	EUR, VAT 0%	
	TOTAL			28.317,15	

Annex G: Terms of References

Objectives:

The major objective is to provide qualified assistance to the "EU4Moldova: Local Communities" project management team (PMT), (mainly to Communication Officer) to ensure promotion space, with national coverage, on TV and online stations and channels for the activities and actions within the mentioned programme.

Scope of work and activities:

The major scope of the presents Terms of References is to ensure the visibility of the programme: EU4Moldova: Local Communities. The outputs shall be in line with the programme Communication, social media and Visual Style Guidelines, and the brand book of the programme (will be provided to the Contractor/Company after signing the contract).

Activities:

- In close cooperation with the project Communication Officer, (and/or Team Leader/project team, if any) ensure the communication with the relevant media institutions to promote the main project results, events etc.
- Assure adequate media coverage and visibility of the project events like: official launching events, project campaigns, progress events, interviews, as well as ensure relevant appearances in media (TV, online).
- The Contractor/Company shall assure the media coverage on the following television: **Moldova1, ProTV, TV8, JurnalTV, TVR Moldova**, and online platforms such as **Unimedia.MD, Agora.MD, diez.MD, realitatea.MD**.
- Request for media promotion (on TV), means as well as sharing/distributing (of the media product) on the media institution's online platforms like web pages, social media platforms, etc.
- Upon request of PMT, the Contractor/Company shall present the confirmation of the availability of the media on request of full media production.
- In the case of articles, the Contractor/Company shall present the confirmation list of platforms/television in ~1-2 days from the PMT request.
- The Contractor/Company shall react promptly upon urgent requests, with no extra charge.
- The Contractor/Company has full responsibility to ensure that the final version of the media product will be posted in a balanced informational format, with non-political, non-violent, non-discriminatory language and aspects, using exclusively an informative language and content.
- The Contractor/Company shall advise the PMT Communication Officer about possible options to deliver an adequate level of media coverage for each event and/or project visibility activity, upon request.
- In case of an interview, reportage, and/or short informative news, the Contractor/Company shall present within a maximum of 5 days after the request, the final version of the media production (e.g., orientated scenario).
- The Contractor/Company will ensure the quality of the content which will be delivered by the selected media institutions, upon mentioned. The final version of the content shall be approved by the Communication Officer of the project.
- In case of full media production (e.g. reportage), the selected media shall offer at least two possibilities to modify/intervene on the material). Any necessary travel and transport costs should be borne by the Contractor/Company.
- After each order, the Contractor/Company shall present a post-monitoring report, that will include: links to the media product, and the video material (sent via transfer sites), short description, date and time of placement/appearances; in case of social media platforms: no. of views, no. of reached people, no. of distribution, no. of comments/reactions, etc., if any, within 5-7 days after publishing.

Deliverables:

During the implementation of the activities of EU4Moldova: Local Communities programme, it is expected to organize the following **estimated** number of **visibility and promotion actions**:

1. Promo videos/materials (full media production, up to 3 min. (e.g., reportage)

- Television - **15** (fifteen) media production/promo reportage (including web pages & social media platforms)
- online platforms (*incl. social media platforms*) **15** (fifteen) including short text and video (*up to 3 minutes*)

2. PR video advertorial (client's video (up to 2 minutes) and text)

- Television - **10** (ten) videos (incl. web platforms & social media channels)

3. PR advertorial (client's photo (up to 10) and text)

- Online platforms – **20** (twenty) publications (incl. social media channels)

4. Live broadcasting of 8 events ensured (on 2 web media platforms, and cross posting on 2 mass-media platforms)

The price for the above-written/mentioned services should include all costs for the final media product, agency commission, and other taxes if applicable. No extra charge will be accepted.

These services (deliverables) are only remunerated if they have been duly requested by ADA and delivered by the Contractor/Company in the manner stipulated in the present ToR and the service contract.

SERVICE AND QUALITY CONTROL STANDARDS

1. The Company/Contractors shall provide highly polite, responsive, and efficient service to fulfil the requests; timely response (not exceeding 1 working day), and flexibility in solving the ambiguities; demonstrated and effective communication with ADA delegated person, EU, relevant project partners and Moldovan authorities, etc.
2. The Company/Contractors will be responsible for the full quality of the services provided. PMT shall be timely informed about the "crisis" situations and receive solutions to ensure the safety and compliance of the event(s).

The Company/Contractors shall assign an experienced Project Manager in providing corporate Broadcasting Management services (minimum 3 years' experience) to oversee provided services and to ensure full compliance with all requirements of the Contract. Moreover, the Company/Contractors shall assign adequate assistance personnel to fulfil its contractual obligations.

Duration and Location

Duty station:	Republic of Moldova
Expected start of assignment:	September 2023
Duration of the assignment:	31 December 2025