



## **REQUEST FOR PROPOSALS**

**National Media and Outreach Campaign on National Reconciliation in Libya**

**National Reconciliation Project**

**RFP/LBY/NR/2017/37**



**United Nations Development Programme**

October, 2017

## **Section 1. Letter of Invitation**

Tunis, Tunisia  
November 6, 2017

### **RFP/LBY/SFL/2017/37 - Request for Proposal for National Media and Outreach Campaign on National Reconciliation in Libya**

#### **Project: National Reconciliation Project in Libya**

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Model of Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2 and on or before 28<sup>th</sup> November 2017, 15.00 hours Tunis, Tunisia time ref. [www.greenwichmeantime.com](http://www.greenwichmeantime.com).

You are kindly requested to submit an acknowledgment letter to UNDP to the following address/email:

UNDP Libya, based at Tunis – Tunisia.  
Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia  
**Contact email:** [Procurement.ly@undp.org](mailto:Procurement.ly@undp.org)  
**Attention:** Procurement Unit

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Ermira Basha,  
Operations Manager  
UNDP Libya

## Section 2: Instruction to Proposers

### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

#### **A. GENERAL**

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

### **1. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided

confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## **2. Amendment of Proposals**

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## **C. PREPARATION OF PROPOSALS**

### **3. Cost**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### **4. Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### **5. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### **6. Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical

Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
  - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution,



and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 7. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 8. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or

- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## **9. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## **10. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

#### **11. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

#### **12. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

#### **13. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

### **D. SUBMISSION AND OPENING OF PROPOSALS**

## 14. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## 15. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## 16. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine

in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **17. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **18. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall

not be discussed.

## E. EVALUATION OF PROPOSALS

### 19. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### 20. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

**Total Combined and Final Rating of the Proposal**

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

## 21. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

## **22. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

## **23. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**



#### **24. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

#### **25. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

#### **26. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

#### **27. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

#### **28. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

#### **29. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **30. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	<b>National Reconciliation Project in Libya</b>
2		Title of Services/Work:	RFP/LBY/SFL/2017/37 - Request for Proposal for National Media and Outreach Campaign on National Reconciliation in Libya.
3		Country / Region of Work Location:	Libya
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> N/A
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Alternative proposals shall not be considered
7	C.22	A pre-proposal conference will be held on:	N/A
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	Will be imposed under the following conditions:

			<p>Percentage of contract price per day of delay: 0.5%  Max. no. of days of delay: 60  After which UNDP may terminate the contract</p> <p>The bidder is expected to discuss the delay in project implementation, if any, with UNDP Project and in case delays are due to factors beyond bidder control, UNDP may waive these liquidity charges</p>
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not applicable
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (USD)
16	B.10.1	Deadline for submitting requests for clarifications/questions	<p><b>21<sup>st</sup> November 2017, 15.00 hours, Tunis, Tunisia time, ref. <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>.</b></p> <p>UNDP will endeavour to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of a bid.</p> <p>The answers to the questions or requests for clarifications will be shared with those bidders submitting the acknowledgement letter detailed in Section 1.</p>
17	B.10.1	Contact Details for submitting clarifications/questions	<p><b>Please refer all queries to <a href="mailto:Procurement.ly@undp.org">Procurement.ly@undp.org</a></b></p> <p><i>This contact address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email and posting on the following website(s): <a href="http://www.ly.undp.org">http://www.ly.undp.org</a> ; <a href="http://procurement-notices.undp.org">http://procurement-notices.undp.org</a> ; <a href="https://www.ungm.org/notices/notices.aspx">https://www.ungm.org/notices/notices.aspx</a>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<u>One original and one copy</u> , submitted in a hard copy.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Your offer, comprising of requested documents, should be submitted as defined in D.23.1 and D23.2
21	C.21 D.24	Deadline of Submission	Date and Time: <b>28<sup>th</sup> November 2017 15:00 hours</b>

			<i>Tunis, Tunisia Local Time, ref.</i> <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>
22	D.23.2	Allowable Manner of Submitting Proposals	<p>Courier/Hand Delivery:</p> <p>As per D.23.1 and D.23.2 offers should be received by UNDP Libya at Tunis on or before <b>28<sup>th</sup> November 2017, 15.00</b> hours Tunis, Tunisia time, ref. <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a></p> <p>Electronic submission of Bid: refer to D.23.2 D.26</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>Offers should be submitted electronically with proof of postage dated prior to the deadline. The <b>financial offer</b> should be provided separately to the technical proposal.</p> <p>The <b>financial proposal</b> should be <b>password protected</b> and the password should not be sent to UNDP unless requested by UNDP if the proposal is deemed technically qualified. You will have 24 hours to respond to the request for password from UNDP.</p> <p><input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:tenders.ly@undp.org">tenders.ly@undp.org</a></p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format: PDF files only,</p> <p><input checked="" type="checkbox"/> Financial offer</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB</p> <p><input checked="" type="checkbox"/> Max. No. of transmissions: 5 (five) for technical proposal and 1 (one) for financial proposal</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one)</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Technical Proposal: <b>“RFP/LBY/SFL/2017/37 - Request for Proposal for National Media and Outreach Campaign on National Reconciliation in Libya ”</b></p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Financial Proposal: <b>“Financial Proposal for Request for Proposal for National Media and Outreach Campaign on National Reconciliation in Libya</b></p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used</p>
24	D.23.1	Date, time and venue for opening of Proposals	N/A - Public opening will not be conducted

25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p><b><u>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively.</u></b></p> <p><b><u>Technical Proposal (70%) – 490 points out of 700 to pass the technical evaluation.</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm -30%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan - 40%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel -30%</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<p><input checked="" type="checkbox"/> Company profile, not exceeding 15 pages;</p> <p><input checked="" type="checkbox"/> Past contracts indicating client name, duration of contract, value of contract, and brief description of outputs, delivered by the bidder in the past three years;</p> <p><input checked="" type="checkbox"/> Certificates and Accreditation – including Articles of Incorporation, or equivalent document if Bidder is not a corporation. <b>The bidder must be a Libyan registered company, working on media and communication area having a physical presence in Libya and demonstrate its ability to reach out all areas and governorates in Libya (East, West, South).</b></p> <p><input checked="" type="checkbox"/> At least three references from the three top clients (in terms of contract value) which was executed within the last 36 months;</p> <p><input checked="" type="checkbox"/> If the bidder is a Joint Venture (JV) or a Consortium, provide legal agreement to that effect as stated in clause 15.1 and clause 19 of the Instruction to Proposers;</p> <p><input checked="" type="checkbox"/> Bidder must submit a detailed Project Monitoring plan to reflect the resource/services to carry out monitoring;</p> <p><input checked="" type="checkbox"/> Track Record – list of clients for similar services as those required by UNDP, indicating description</p>

			<p>of contract scope, contract duration, contract value, contract references;</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 (two) years (2016-2015) or Bank Statements for the past 2 years.</p> <p><input checked="" type="checkbox"/> Structure of the proposed team; Names and relevant positions of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc. (Mandatory submission requirement with the initial proposal; proposal will be rejected if not presented) – detailed resumes of the proposed staff must be provided with the submission</p> <p><input checked="" type="checkbox"/> Detailed breakdown of Proposed implementation timeline (Mandatory submission requirement with the initial proposal; proposal will be rejected if not presented);</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p>
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal	<p><input checked="" type="checkbox"/> Bid Submission Form (Section 4)</p> <p><input checked="" type="checkbox"/> Technical Proposal Form (Section 6)</p> <p><input checked="" type="checkbox"/> Financial Proposal form (Section 7)</p> <p><input checked="" type="checkbox"/> Company Profile (26 of Bid Data Sheet)</p> <p>(For complete requirements, please refer to section C of Instruction to Bidders)</p> <p>Technical proposal must reflect the following aspects:</p> <p>a. Technical proposal should address all the elements required as per ToR.</p> <p>b. Methodology for conduct of verification exercise should be logical, realistic and promise efficient execution.</p> <p>c. Work plan with clear set of activities and timelines.</p>
29	C.15.2	Latest Expected date for commencement of Contract	<i>December 15, 2017</i>

30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	The duration of the contract is 09 months
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>All offers will be verified on following:</p> <p>Full compliance of Terms of Reference; compliance with documentation requirement in section 26 and 27 above.</p> <p>The quality of each technical proposal will be evaluated in accordance with the technical evaluation criteria as mentioned in the below table:</p> <p>(See Evaluation Criteria Tables below)</p> <p>Reasonableness of the price proposal;</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted, if required</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed, if required</p>
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Acceptance of conditions stated in this RFP and GTC, signing of the contract by both parties
35		Other Information Related to the RFP	N/A

### Evaluation Criteria

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. Only proposals that achieve above the minimum of 490 points (i.e. at least 70% of the total 700 points) on the substantive presentation shall be reviewed for price.

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

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Firm's Expertise	30%	<b>210</b>



2.	Technical Approach and Implementation Plan	40%	<b>280</b>
3.	Management structure and key Personnel	30%	<b>210</b>
	Total		<b>700</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	40
1.3	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Financial Stability – (15 Marks)</li> <li>- loose consortium, holding company or one firm – (10 Marks)</li> <li>- Age/size of the firm – (10 marks)</li> <li>- Strength of project management support (20 points)</li> <li>- list of in-house production equipment and facilities (15 marks)</li> </ul>	70
1.4	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.)	15
1.6	Relevant experience: <ul style="list-style-type: none"> <li>- At least three relevant contracts with national/international organizations - provide proof of service with name of organization and amount of contract. (35 Marks)</li> <li>- Minimum four years of demonstrated expertise and experience of conducting/launching media and outreach campaign using various tools (35 points)</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes (15 points)</li> </ul>	85
		<b>210</b>

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the objectives, targeted audience, media tools and main outcome of the assignment?	30
2.2	Have the important aspects of the task been addressed in sufficient detail and do they correspond to the Terms of Reference (Clear and Concise approach) i.e. proposed methodology and approach?	35
2.3	Is the conceptual framework adopted appropriate for the task	55
2.4	Is the scope of task well defined and does it correspond to the ToRs	60
2.5	Work Plan: Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	60
2.6	Project Monitoring: Has the proposer indicated a monitoring plan to effectively monitor the project activities and also reflect the resource/services to carry out monitoring? How will the firm ensure effective delivery of the campaign?	40
		<b>280</b>

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	<b>Team Leader (National)</b>		80
		Sub-Score	
	General Qualification	70	
	Suitability for the Project		
	- Qualification requirement	15	
	- Required number of experience	20	
	- Experience of managing similar assignments	15	
	- Experience in conducting national media campaign/communicating around political projects/developing strategies/journalism	20	
	- Language Qualifications (Excellent English and Arabic language skills)	10	
		80	
3.2	<b>Deputy Team Leader-National</b>		70
		Sub-Score	
	General Qualification	60	
	Suitability for the Project		
	- Qualification requirement	15	
	- Required number of experience	15	

Technical Proposal Evaluation Form 3				Points Obtainable
	- Experience in conducting national media campaign/communicating around political projects/developing strategies/journalism	20		
	- Experience in similar assignment	10		
	- Language Qualifications (Excellent English and Arabic language skills)		10	
			70	
3.3	<b>Coordinator-National</b>			60
			Sub-Score	
	General Qualification		50	
	Suitability for the Project			
	- Qualification requirement	15		
	- Required number of experience	15		
	- Coordination experience	10		
	- Experience of managing similar assignment	10		
	- Language Qualifications (Good English and Arabic language skills)		10	
			60	
	<b><u>Total Part 3</u></b>			210

#### Financial Evaluation:

##### **Rating of Technical Proposal (TP)\***

TP Rating: Technical marks obtained by the offer × 70%

##### **Rating of Financial Proposal (FP)**

FP Rating: (Lowest Priced Offer/Price of Offer Being Reviewed) × 30%

##### **Total Combined and Final Rating of the Proposal**

TP Rating + FP Rating

\* Financial evaluation will be done for the companies scoring minimum 490 marks on technical evaluation.

## **NATIONAL MEDIA AND OUTREACH CAMPAIGN ON NATIONAL RECONCILIATION IN LIBYA**

### **1. BACKGROUND**

The United Nations Development Programme (UNDP) is the UN global development network. It advocates for change and connects countries to knowledge, experience and resources to help people build a better life. UNDP operates in 177 countries, working with nations on their own solutions to global and national development challenges.

In accordance with its mandate under United Nations Security Council Resolution 2213 (2015), the United Nations Support Mission in Libya (UNSMIL) has been actively engaged in efforts to mediate a peaceful resolution to Libya's political and institutional crisis and bring an end to the armed conflict. Consultations with a wide range of Libyan stakeholders including parliamentarians, political leaders and various civil society personalities in Libya paved the way for convening the round of UN brokered Libyan political dialogue commencing in Geneva in January 2015.

In line with its mandate, with the priorities laid down in its work plan and in keeping with the provisions of the LPA, UNSMIL and UNDP, funded by the UN Peacebuilding Fund, are supporting Libyan stakeholders to come up with a reference document with options for developing a national reconciliation strategy. The document will inform future strategy and planning in matters related to national reconciliation.

This 18-months project aims at creating a broader framework for national reconciliation, by establishing links and synergies between “track 1” mediation (good offices, political dialogue) and “track 2” efforts (bottom-up, local reconciliation). It will support processes of change that connect local communities, civil society and governments, while enabling a more meaningful participation of critical stakeholders including women, youth and marginalized groups, in the broader reconciliation process.

The elaboration of a national strategy for reconciliation based on inclusive consultations and outreach, as well as the building of local capacities and spaces to engage in reconciliation processes across lines of division, facilitating voices from different groups, are likely to decrease mistrust and strengthen relationships in the short-term, while creating prospects for increased understanding, social cohesion and thus, sustainable peace in the longer term.

The reconciliation support process will be in line with the UN guiding principles on transitional justice, which include transparency, inclusiveness, accountability, and respect for local customs. The UN institutional support on reconciliation should focus on strengthening national ownership and efforts, including through capacity-building workshops and sharing of comparative experiences to conceptualize and design an inclusive and comprehensive national reconciliation strategy and program for Libya.

In this framework, to ensure a broader participation, legitimacy and stronger support of the public for the process, UNSMIL and UNDP are seeking to conduct a nation-wide media campaign on national reconciliation in Libya.

## **Relevant project outcome, output and activities**

**Outcome 1:** *“National reconciliation strategy developed through a consultative and inclusive process, allowing for the meaningful and effective participation of youth, women, and groups from across the divisions in the Libyan society”*

**Output 1.2** *“Nation-wide outreach and awareness raising campaign launched to build support for reconciliation and strengthen meaningful participation in the process”*

**Activity:** *National outreach and awareness raising campaign* about reconciliation conducted in cooperation with national media partners, including through two trainings of 25 female and male journalists, the production of short documentaries (including on memories, national identity, vision for the future), TV/radio shows, and sensitization spots (about the meaning of reconciliation, transitional justice, role of women/youth, local reconciliation efforts), but also drafting and distribution of easy-to-read leaflets and various social media action. Radio or TV shows will be used to talk about common issues that affect all Libyans, allowing coverage of local and national reconciliation consultation processes, thereby highlighting the need for cooperation at all level. Media action will aim at sensitizing the population about the process of reconciliation and creating more ownership and support for it, fighting against hate speech as well as inviting as many Libyans as possible, in particular youth and women, to have their voices heard.

The media campaign will be coordinated and should work closely with the 6 national NGOs benefiting from the project’s grants and working on outreach and sensitization activities under outcome 2 of the project “Bottom-up reconciliation processes strengthened and relevant civil society actors, in particular youth and women, capacitated”. List of the NGOs will be shared with the selected bidder.

## **2. CONTEXT ANALYSIS**

The proposal should be based upon a careful and balanced understanding of the factors that underlie diverse visions of Libya today, including different narratives and memories of the past, divisions over the role of the “former regime” and “revolutionaries”, debates around the mandate and objectives of transitional justice mechanisms, the priorities for the reconciliation process and the root causes of the conflict.

The activities and tools proposed as part of the campaign should be tailored to the Libyan context and contribute to showing a positive image of Libya and making the various reconciliation initiatives better known, including at the local level and by giving a voice to youth, women and marginalized groups (including IDPs and minorities). The activities should also promote the cultural diversity of Libya while supporting national unity, through easy-to-remember, powerful messages and materials.

The campaign should contribute to increasing Libyans’ knowledge and understanding of reconciliation, building more support for it and thereby preparing the ground for a future transitional justice process and other reconciliation-related mechanisms.

The messaging adopted should be coordinated with the recommendations of the communications strategy elaborated by UNSMIL and UNDP as well as the general guidelines of the United Nations regarding transitional justice. It should specifically target the dynamics of social threats, fake news, hate

speech, negative stereotypes and discrimination in relevant areas/groups of local conflicts. The campaign should contribute to fighting against hate speech in the media, by addressing the ideological narratives among specific groups that can drive the evolution of polarized group identities.

Reconciliation seeks to promote a culture of respect for human rights and democracy, which necessarily includes free speech, the right of access to information, and objective journalism that tolerates public debate and peaceful disagreement. The proposed media campaign should thus contribute to creating a healthy level of constructive dialogue and debate about Libya's future, through a variety of means. The campaign should consider the polarized environment that affects Libya today, and where the media often play a direct, divisive, role. Indeed, the media industry has become a political tool, utilized by the main parties involved in the civil war. This makes it an obvious target for rival powers and derails it from the possibility of professionalism and ethical practice. Consequently, there has been a noted decline in public trust towards the media landscape, and the use of the media to fuel conflict and to incite violence has become endemic with the spread of hate speech and discriminatory language.

The media campaign should specifically aim at countering this risk and reducing the potential risk of spoilers.

### 3. **OBJECTIVES OF THE CAMPAIGN**

The proposed tools and activities should take into account the general objectives of the campaign, which include, but are not limited to:

#### **Immediate objectives:**

- Developing a communication strategy with tools and resources to assist the national reconciliation process and make it better known to the Libyan public.
- Offering a more positive image of Libya in the media and promoting the national identity.
- Developing targeted 'branding' and messaging to communicate about national reconciliation in all media, including through a clear and accessible visual identity.

#### **Medium to long-term objectives:**

- All stakeholders understand the meaning of reconciliation, its key tools, processes, and are equipped to engage meaningfully in it.
- National unity is promoted.
- Hate speech decreases.
- Expectations and risks are managed and maintained.
- The public is in a better position to openly demand and support national reconciliation.

### 4. **SCOPE OF WORK AND EXPECTED OUTCOMES**

UNDP intends to engage into a contractual actual agreement with a qualified **National Company** (Libyan registered company/service provider/contractor) for a period of 9 months, for the implementation of a national media and outreach campaign on reconciliation to design appropriately targeted and cost-effective programmatic interventions to promote national reconciliation.

The service provider will design various outreach, sensitization and communications tool, activities and products, elaborate diverse communications materials on various support, establish relevant partnerships with key media and social media outlets, and implement the outreach campaign nationally over an initial period of 9 months, effective from the signature of contract.

The proposal should include details on:

- The establishment of partnerships and networks with influential national TV, radios, blogs, social media, and online channels in order to design and broadcast live debate programs, documentaries, cartoons cultural events and spots on national reconciliation, contributing to building the national sentiment and fighting against hate speech, divisions and stereotypes. The partnerships proposed should contribute to build and sustain local/national ownership for the reconciliation process, and target both positive audience (agents of change) and spoilers (agents of risks). The proposal should specifically demonstrate the bidder's capacity in establishing these partnerships.
- The detailed campaign's design and implementation plan, including messaging, tools, types of products, topics to address, timeline of action in the targeted areas and groups, based on the detailed list below. The proposal should also include suggestions for a common 'look' (visual identity) involving the development of a logo, colour scheme and image, to be used as common layout for all documents, videos, and other communication materials developed throughout the project.

#### **5. KEY MESSAGES TO DELIVER:**

- National reconciliation is necessary to rebuild the social fabric and to restore public trust.
- National reconciliation belongs to all Libyans.
- National reconciliation promotes national unity and identity.
- National reconciliation is not political.
- National reconciliation implies tolerance and respect for diversity.

#### **6. BRANDING (EXAMPLES):**

- It won't stop until we reconcile
- We reconcile to live in peace
- We reconcile for a better life
- Peace prevails in reconciliation
- With reconciliation we live
- Violence will not stop until we reconcile

لن تقف حتى نتصالح  
نتصالح لنعيش بسلام  
نتصالح لحياة أفضل  
سيعم السلام بالمصالحة  
بالمصالحة نحيا  
لن يتوقف العنف حتى نتصالح

## 7. TOOLS TO DEVELOP:

- 6 prime time short TV spots (30 sec each) promoting national reconciliation targeting diverse groups (youth, women, cultural components, IDPs...).
- 9 prime time TV interviews (15 minutes each) with influential figures (artists, athletes, community leaders, elders, demobilized militia members, displaced women, etc.) to promote reconciliation messages.
- 5 prime time talk shows (30 – 45 minutes each) with public figures, representatives of ethnic groups and tribes, citizens, public officials or community representatives from areas with success stories of reconciliation.
- 3 town hall meetings (one hour each) to address regional issues related to reconciliation (i.e. Tripoli, Sebha, Benghazi).
- 2 short animation movies (60 sec each) to explain the concept, necessity and background of national reconciliation.
- 2 live broadcasts of Friday prayer to promote a religious message around peace and reconciliation.
- 14 prime time radio spots (30 sec each) or short messages focusing on specific topics, areas, or actors engaged in reconciliation process, to be broadcasted in radio stations across Libya.
- 14 prime time radio talk shows (30-45 minutes each) in radio station across Libya, focusing on the main issues and specificities affecting reconciliation in these localities.
- 30 posters (Panel flex – 3-month duration each) promoting images of tolerance, reconciliation, peace and national identity, to be placed in key areas and locations across Libya.
- 2 art exhibitions, (one day long each) to be organized in different cities, stressing importance, meaning and tools of national reconciliation and peace as well as the Libyan national memory and identity (sculpture, painting, photography...)
- 2 marathons in two different cities, widely disseminated in traditional media and social media (T-Shirts, slogans, etc.). The purpose of these events is to strengthen the relationship among people using the sport activities.
- A football competition bringing together athletes from various areas, groups, tribes and cities, to be widely promoted in media.
- Create and maintain website to facilitate sharing information of reconciliation activities, efforts and good lessons learned.
- Create and regularly update social media pages (Facebook, Twitter, Instagram, YouTube Channel), with a specific visual identity and an easy-to-remember slogan to be used in all tools developed as part of the campaign.

#	Tool	Description	Qty
1.	TV prime time	Spots (30 seconds)	6
2.		Interviews (15 minutes)	9
3.		Talk shows (30 – 45 minutes)	5
4.		Town hall meetings (on hour)	3



5.		Animation spots (60 sec)	2
6.		Live broadcast of Friday prayers	2
7.	Radio prime time	Spots (30 se)	14
8.		Talk shows (30- 45 minutes)	14
9.	Printout	Posters - Panel flex (three-month duration)	30
10.	Cultural events	Exhibitions (one day)	2
11.	Sport events	Marathon	2
12.		Football Competition	1
13.	Website/ Social Media	Web / Facebook / Twitter / YouTube	1
14.	Regular updates	Ongoing update of social media pages during the project cycle	1

## 8. TARGETED AREAS

### a. Western Region

- Greater Tripoli (Tripoli center - Hai Andalus district - Ben Ashour - Souq al Jumaa - Tajoura - Qaraboli - Janzour - Ain Zaraa - Abu Salim)
- Zuara - Regdalin - Aljmail
- Sorman
- Sabratha
- Al Zawya
- Nafusa Mountain: Kikla - Rayana - Zintan - Gadu - Nalut - Ghadames - Al Saiyan

### b. Southern region

- Sabha
- Awbari

### c. Central Region

- Misrata
- Bani Walid

### d. Eastern Region

1. Benghazi
2. Derna

## **9. DELIVERABLES**

The contractor will perform the following tasks, as agreed with UNDP and UNSMIL:

### **Deliverable 1: Concept design and methodology for implementing national outreach and awareness raising campaign about reconciliation:**

Develop an entire awareness raising strategy, operation action plan, as well as monitoring and evaluation guidelines.

Outputs:

- Operational documents containing operational program and implementation plan with established deadlines, clarified roles and responsibilities; and information on partners involved;
- Informational guidelines containing information on target groups; resources that will be engaged; timeline of stages of the campaign development and their objectives;
- Monitoring and evaluation system: evaluation forms aimed to define impact of campaign on target groups, and the method to analyze them.

### **Deliverable 2: Video clips and production on Reconciliation:**

Develop and agree with the Project concepts of video spots, interviews, talk shows, televised town hall meetings and events and animated videos that will be broadcasted on TV stations.

Outputs:

- Concept of videos clips and productions containing detailed scenarios, list of people/interviewees/panel members to be involved in video clips and productions; and key messages.
- Operational program and implementation plan with established deadlines and schedule for shooting; and information on partners involved.

### **Deliverable 3: Audio spots and production on Reconciliation:**

Develop and agree with the Project concepts of audio spots and talk shows to be broadcasted on local radio stations.

Outputs:

- Concept of audio clips and productions containing detailed scenarios, list of people/interviewees to be involved in audio clips and productions; and key messages.
- Operational program and implementation plan with established deadlines and schedule for recording and broadcasting; and information on partners involved.

**Deliverable 4: Print posters and other material:**

Develop and agree with the Project concept for posters/ other print material;

Outputs:

- Concept containing visual presentation of the main idea, and key messages;
- Operational program and implementation plan with established deadlines and schedule; information on partners involved.

Present at least 30 different layouts of posters and distribute in different regions in quantities sufficient to achieve maximum outreach and impact.

Outputs:

The distributed products which will contribute to raise awareness of reconciliation in Libya, as well as magnifying the positive image of reconciliation.

**Deliverable 5: Public outreach events (culture and sport events):**

Finalize and agree with the Project concept of a series of public outreach events to raise awareness about reconciliation in target communities, as well as a PR plan of how to communicate these events.

Outputs:

- Concepts of public events containing detailed scenario; key messages and targeted audience.
- Operational program and implementation plan with established deadlines and schedule; information on partners involved.

Conduct at least 5 public events on reconciliation in targeted communities ensuring participation of women and youth.

- The public events should inform people about reconciliation process, its benefits and positive impact.

All logistical aspects, including travels, coverage of each event, invitations to the events etc. are taken over by the Contractor.

**Deliverable 6: Develop online website/portal and implement social media campaign:**

Develop and agree with the Project concept of a website/portal to facilitate sharing information of reconciliation activities, efforts and lessons learned.

Outputs:

- Operational program and implementation plan with established deadlines and schedule for website/portal design and development.
- Website/portal containing detailed navigation, key pages and key messages.

Develop and agree with the Project concept of social media campaign (Facebook, Twitter, Instagram, YouTube Channel), with a specific visual identity and an easy-to-remember slogan to be used in all tools developed as part of the campaign.

Outputs

- Strategy of social media campaign including effective platforms; key messages and engagement of targeted audience.

- Operational program and implementation plan with established deadlines and schedule for releasing the social media campaign.

**Deliverable 7: Quality assurance report**

**Deliverable 8: Final report**

**10. PAYMENT STRUCTURE:**

No	Item	Implementation time frame	Approval Required	Payment
1.	Concept design and methodology for implementing national outreach and awareness raising campaign about reconciliation	15 days from contract signature	Project Manager	10%
2.	Video clips and production on Reconciliation	Between the 1 <sup>st</sup> and 2 <sup>nd</sup> months	Project Manager	25%
3.	Audio spots and production on Reconciliation	Between the 2 <sup>nd</sup> and 4 <sup>th</sup> months	Project Manager	25%
4.	Print posters and other material	Between the 4 <sup>th</sup> and 6 <sup>th</sup> months	Project Manager	10%
5.	Public outreach events (culture and sport events)	Between the 6 <sup>th</sup> and 8 <sup>th</sup> month	Project Manager	10%
6.	Finalized Development online website/portal and implementation social media campaign	Between the 7 <sup>th</sup> and 9 <sup>th</sup> month	Project Manager	10%
7.	Quality assurance report	2 weeks prior to end of project date	Project Manager	5%
8.	Final Report	One week prior to end of project date	Project Manager	5%

**11. PROPOSER'S RESPONSIBILITIES**

The company selected will undertake the following tasks:

1. Create communications materials, messaging and methodology, based on the above list, and suggest a mapping of key partners, identifying spoilers, target groups and areas.
2. Fully implement, with the identified partners the media and outreach campaign for an initial duration of 9 months.
3. Detail each proposed activity and tools, including the format of spots, topics of documentaries, design of leaflets and posters, forms of visual identities, types of public broadcasted debates and TV shows, artistic/cultural/sports activities, etc., in full cooperation and consultation with UNSMIL and UNDP.
4. Assign a dedicated national project manager to liaise with UNDP/UNSMIL throughout the contract duration and to provide monthly progress updates.

5. Provide UNDP/UNSMIL with the structure of the team assigned to this project and their functions and biography. The level and year of experience in conducting media and communications work in Libya + years of experience in dealing with international partners + number of people on the team will be one of the main criteria for selection.

## **12. IMPLEMENTATION AND MONITORING**

The proposer shall draft and share regular reports and updates on each activity with UNDP/UNSMIL before finalization, for their approval and comments. The Contractor shall provide the necessary information, reports and statistics according to a preliminary determined schedule and on an ad hoc basis (within a reasonable period of time). In particular, the Contractor shall prepare and submit the following reports to UNDP and UNSMIL. Interim reports to include:

- Results on development of campaign strategy and key messages, concepts of videos clips and production, concepts of the audio production, print materials, public events, online portal and social media campaign, operational program and implementation plan with established deadlines, clarified roles and responsibilities, information on partners involved, description of target groups, and expected impact of the campaign etc.
  - Interim Report #1 upon completion of Deliverable 1;
  - Interim Report #2 upon completion of Deliverable 2;
  - Interim Report #3 upon completion of Deliverable 3;
  - Interim Report #4 upon completion of Deliverable 4;
  - Interim Report #5 upon completion of Deliverable 5;
  - Quality Assurance Report upon completion of Deliverable 6.
  - Final Report upon completion of Deliverable 6.

The contractor will produce a monthly update to inform on status and progress of the campaign, including risk analysis, political factors, and mitigation. All communications tools, branding, messaging, activities and instruments shall be elaborated by the proposer and sent to UNDP/UNSMIL in a detailed report.

## **13. USE OF REPORTS/DOCUMENTS**

No report or document should be published or distributed to third parties without approval of UNDP and UNSMIL.

## **14. METHODOLOGY**

The bidder should explain its methodology and approach to the campaign, including demonstrating an understanding of the campaign's objectives, of the reconciliation project, and suggest key activities and tailored messaging for it.

## **15. QUALITY ASSURANCE PLAN**

The bidder must explain its quality assurance mechanisms for each stage of the campaign processes and stages.

## **16. PROJECT MANAGEMENT**

The bidder is expected to explain the project management approach during the implementation process of the campaign. This should include but not limited to staff, monitoring and evaluation mechanism, training and progress reporting.

## **17. WORK PLAN**

The bidder should provide a tentative detail work plan, including time frame with list of activities required and resources needed.

## **18. REQUIRED QUALIFICATIONS AND EXPERIENCE OF KEY STAFF**

### **Key Staff 1 (National Team leader):**

- Team leader with Master degree in media, communications, political science, social science, arts, humanities, engineering, or relevant field.
- Minimum five years of relevant experience in the similar field
- A Bachelor's degree plus 07 years of relevant experience can be accepted in lieu of a Master.
- Experience of managing similar assignments (at least 2 minimum assignments worked)
- At least 5 years of specialized experience in Media Campaigning and/ or developing media outreach, or 7 years of specialized experience in Media Campaigning and/ or developing media outreach;
- Excellent English and Arabic language skills

### **Key Staff 2 (National Deputy team leader):**

- Deputy team leader with Master degree in media, communications, political science, social science, arts, humanities, engineering or relevant field,
- Minimum 3 years of relevant experience in the similar field;
- A Bachelor's degree plus 5 years of relevant experience can be accepted in lieu of a Master.
- At least 2 years of specialized experience in Media Campaigning and/ or developing media outreach with Master's Degree, or 3 years of specialized experience in Media Campaigning and/ or developing media outreach with Bachelor Degree;
- Experience of managing similar assignments (at least 1 minimum assignments worked)
- Excellent English and Arabic language skills

### **Key Staff 3 (National coordinator):**

- Coordinator with bachelor degree in social science or in relevant field
- 3 years' specialized experience in coordination
- At least 2 years specialized experience in working with similar projects
- Good English and Arabic language skills

**19. QUALIFICATIONS AND EXPERIENCE OF THE FIRMS:**

- The bidder must be a Libyan registered company, working on media, communication area having a physical presence in Libya and demonstrate its ability to reach to all areas and governorates on Libya (East, West, South);
- Minimum 4 years of relevant work experience, including on media, communications, and journalism;
- Previous experience of working with a UN agency and NGOs/ bilateral programmes in MENA region in related area (Statement of Satisfactory Performance from top 3 clients to be provided);
- Demonstrated expertise and experience of conducting/launching media and outreach campaign using various tools (supporting materials on the subject to be provided, at least one);
- At least three relevant contracts with national/international organizations – (supporting materials/ proof of service with name of organization and amount of contract must be provided)
- Experience in undertaking national media campaign and strategies and/or working on political communications or communications for development specifically.
- Experience is contracting with international media and partners.
- Ability to launch multiple, parallel and diverse activities throughout the country within strict and limited time frames, and to produce high quality and timely reports.
- Good project cycle management capability including financial management and accountability, administration, provision of logistical support and effective reporting.

#### Section 4: Proposal Submission Form

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[insert: Location]

[insert: Date]

To: Ms. Noura Hamladji, Country Director, UNDP Libya based at Tunis, Tunisia

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated **[insert: Date]** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for **[insert: period of validity as indicated in Data Sheet]**.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_



*[please mark this letter with your corporate seal, if available]*

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**Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer**

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**Proposer Information Form**Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: RFP/LBY/NR/2017/037

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
<ul style="list-style-type: none"><li>Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.</li></ul>		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

### Joint Venture Partner Information Form (if Registered)<sup>1</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: **RFP/LBY/NR/2017/037**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>1</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT

National Media and Outreach Campaign on National Reconciliation in Libya  
RFP/LBY/NR/2017/037

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

#### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

## SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		

<hr/>	
<hr/>	
Signature of the Nominated Team Leader/Member	Date Signed
<hr/>	

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## Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

The bidder is required to submit financial proposal as below:

SN	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive) – USD \$
1	Concept design and methodology for implementing national outreach and awareness raising campaign about reconciliation	10%	
2	Video clips and production on Reconciliation	25%	
3	Audio spots and production on Reconciliation	25%	
4	Print posters and other material	10%	
5	Public outreach events (culture and sport events)	10%	
6	Finalized Development online website/portal and implementation social media campaign	10%	
7	Quality assurance report	5%	
8	Final Report	5%	
	TOTAL (USD \$)		

*\*Basis for payment tranches*

### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following sample format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.



Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

## Section 8: Sample contract for professional services with General Terms and Conditions

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Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_/\_\_\_\_/\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

### 1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this Letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### 2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....	.....	.....	.....
....	.....	.....	.....

2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

Progress report ..../..../....

..... ..../..../....

Final report ..../..../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

**OPTION 1 (FIXED PRICE)**

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	.././....
.....	.....	.././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

\_\_\_\_\_ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

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

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