



REQUEST FOR PROPOSAL (RFP)

DATE: **March 28, 2018**

REFERENCE: **LEB/CO RFP/63/18**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **the provision of professional services of a 2018 Voter Information Media Campaign - Design and Media Coverage Services.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Your offer comprising of technical proposal and financial proposal, in two separate sealed envelopes, labeled "Confidential Technical Proposal" and "Confidential Financial Proposal" **submitted only in the name of "UNDP Lebanon Procurement Unit" for "LEB/CO RFP/63/18: the provision of professional services of a 2018 Voter Information Media Campaign - Design and Media Coverage Services."**, **should reach the Procurement Unit, UNDP Office in Beirut, and should be registered and given a Reference Number by the Procurement Unit, at the below mentioned address no later than Wednesday, 04 April 2018, 3:00 p.m. Beirut Local Time.**

Address:

Procurement Unit, UNDP Lebanon
Room # 309, 3rd Floor
Arab African International Bank Building
Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491

Your Proposal must be expressed in the English language, and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Andreas Lehnert
UNDP Head of Procurement Unit
3/28/2018

Description of Requirements

Context of the Requirement	Project Title: Lebanese Elections Assistance Project (LEAP)
Implementing Partner of UNDP	UNDP Lebanese Electoral Assistance Project (LEAP)
Brief Description of the Required Services	<p>The assignment has the following objectives:</p> <ul style="list-style-type: none"> - To motivate out of country voters to participate in the electoral process; - To provide necessary information to out of country voters on how to vote; - To provide information needed to people with disabilities on the procedures of voting; - To provide information needed to people with disabilities on how to use a ballot paper; - To promote integrity, inclusiveness and transparency of the electoral process; - To promote positive attitudes towards the electoral process and the MoIM.
List and Description of Expected Outputs to be Delivered	<p>The assignment will undertake a multi-media public awareness campaign, which will include as deliverables:</p> <ul style="list-style-type: none"> Creative concept <ul style="list-style-type: none"> • Design of agreed creative basis for campaign and common messages, including slogans/tagline and graphic design for campaign. Deliverable will be required with the submission of the offer. Television spot <ul style="list-style-type: none"> • Two 30-40 seconds TV spots: Deliverable to include design (storyboarding, music, voiceover and English subtitles) and Production; • Scheduling of broadcast (at no cost)¹ on all national TV channels and placing online; and to be reviewed daily. Radio spot <ul style="list-style-type: none"> • One 30-40 second radio spot: Deliverable to include design (scriptwriting, music and voiceover), and production; • Scheduling of broadcast (at no cost) on all national and local radio channels; and to be reviewed daily.

	<p>Cinema Spot</p> <ul style="list-style-type: none"> • One edited 30-45 seconds TV spot (transfer to Digital Cinema Projection); • Scheduling of broadcast on all national cinema theaters; and to be reviewed daily. <p>LED Screens</p> <ul style="list-style-type: none"> • Deliverable of one visual for LED advertisement, with a total of 100 screen. Scheduling of coverage (at no cost) on billboards across country. <p>Flyers</p> <ul style="list-style-type: none"> • Deliverable of one flyer in Arabic (based on press ad with additional information & illustration) with a total of 50,000; • Delivery to agreed distribution channels (e.g. via Ministries, municipalities and civil society). <p>Posters</p> <ul style="list-style-type: none"> • Deliverable of two visuals for posters in Arabic (based on press ad) (e.g. 100cm x 50cm), with a total of 5,000 copies; • Delivery to agreed distribution channels (e.g. via Ministries, civil society and UNDP). <p>Social Media</p> <ul style="list-style-type: none"> • Deliverable of Facebook strategy for the parliamentary elections; • Deliverable of Twitter strategy, including scheduling of key tweets by MoIM for the parliamentary elections; • Deliverable of other social media options, including Facebook ads (geo-targeting out of country voters across all continents) and boosting of informative clips; • Approaching bloggers and celebrities to share and boost the campaign, with the approval of UNDP and MoIM. <p>Online Banners</p> <ul style="list-style-type: none"> • Deliverable of online banner ads based on the creative concept of the campaign; • Scheduling of posting on different websites. <p>Monitoring</p> <ul style="list-style-type: none"> • Number of the TV/radio/cinema spots broadcasted • Number of print ads by newspapers • Data from monitoring companies (e.g. STAT IPSOS) • Frequency of appearance in well-known bloggers pages, TV shows, etc. <p>Report</p> <ul style="list-style-type: none"> • Final Report, first draft to be delivered by April 20th and final draft no later than May 18th.
Person to Supervise the Work/Performance of the Service Provider	All outputs will be prepared for UNDP, with whom all property rights will rest, on behalf of the MoIM. All outputs will require the approval of both UNDP and the MoIM. All produced documents and materials can be used by UNDP and the MoIM without consultation or approval of the contracting company.
Frequency of Reporting	Companies are required to: <ul style="list-style-type: none"> • Submit a detailed proposal, concept idea/s campaign strategy and budget;

	<ul style="list-style-type: none"> • Outline the company's relevant experience, qualifications and capacity to deliver the assignment; • Propose creative ideas for the assignment for a TV spot, newspaper ad and engagement with social media; • Provide a detailed work plan for media production, distribution and implementation modalities; • Propose additional campaign tools or methods that may be appropriate. <p>In addition to general communications, the Contractor will provide a weekly status update report on the delivery of the outputs, on every Friday of the period of the contract. On April 20th and thereafter, this report will include data on the number of broadcasts, etc. of the campaign and other relevant data.</p> <p>The Contractor will submit a draft Final Report to UNDP LEAP by May 18th, 2018 detailing the delivered outputs and results. The Final Report will be submitted to the UNDP LEAP Chief Technical Adviser.</p> <p>All project reports and documentation will be in English.</p>
Progress Reporting Requirements	Please refer to the attached Terms of Reference
Location of work	Please refer to the attached Terms of Reference
Expected duration of work	Please refer to the attached Terms of Reference
Target start date	Upon contract signature date
Latest completion date	Two (2) months from contract signature date
Travels Expected	Not Applicable
Special Security Requirements	Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not Applicable
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required A preliminary proposed project work plan is required in the proposal, covering all the activities described in Section 4 (a chart showing detailed list of tasks, duration and schedule per task and allotted resources per task shall be included in the bid). It shall also include the resources as well as other dependencies, which affect the project duration.
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required The proposal shall include the proposed team composition and structure with recent CVs
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT (<u>if applicable</u>) and other applicable indirect taxes

Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 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.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Estimated Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Upon delivery of the following: TV, Radio & Cinema Spots Poster, Flyer, LED Online Banners and Social Media</td><td>60% of the total cost</td><td>April 13, 2018</td><td rowspan="2"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td></tr> <tr> <td>Upon delivery of the following: Monitoring and final report</td><td>40% of the total cost</td><td>June 4, 2018</td></tr> </tbody> </table>	Outputs	Percentage	Estimated Timing	Condition for Payment Release	Upon delivery of the following: TV, Radio & Cinema Spots Poster, Flyer, LED Online Banners and Social Media	60% of the total cost	April 13, 2018	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Upon delivery of the following: Monitoring and final report	40% of the total cost	June 4, 2018			
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP LEAP CTA														
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services														
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.														
Criteria for the Assessment of Proposal	Technical Proposal (70%) Please refer to below detailed Technical Evaluation Tables Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.														
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider														

Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 4)
Contact Person for Inquiries (Written inquiries only) ³	UNDP Lebanon Procurement Unit Email: lb.bidding@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
No. of copies of Proposal that must be submitted.	Original: 1 Copy: 1

Detailed Technical Evaluation Tables:

The technical proposal is evaluated on the basis of its responsiveness to the RFP in accordance with the following technical evaluation criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1	Eligibility and qualifications	30%	300					
2	Proposed concept idea and Methodology, Implementation Plan	60%	600					
3	Management Structure and Key Personnel	10%	100					
	Total	100%	1000					

Evaluation forms for technical proposals are indicated here below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Eligibility and qualifications

Form 2: Proposed concept idea and Methodology, Implementation Plan

Form 3: Management Structure and Key Personnel

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Technical Proposal Evaluation		Score Weight	Points Obtainable
1.	Eligibility and qualifications	30%	300
	Minimum of 5 years of relevant experience in thematic advertising campaigns Minimum 5 years = 115 points; for 10 years = 125 points; 12 years = 135 points; above 13 years = 150 points	15%	150
	Demonstrable experience in targeted thematic campaigns aimed at a national level and targeted campaigns aimed at young persons, people with disabilities, women and rural communities Minimum 2 projects = 65 points; for 3 projects = 75 points; for 4 projects = 85 points; 5 projects = 90 points; 6 projects or more = 100 points	10%	100
	Knowledge and understanding of integrating public awareness campaigns into use of social media	5%	50
2.	Proposed concept idea and Methodology, Implementation Plan	60%	600
	Proposed concept idea	30%	300
	Methodology / Campaign Strategy	20%	200
	Proposed work plan, timeline	10%	100
3.	Management Structure and Key Personnel	20%	200
	Senior Communications Expert as Project Manager (minimum of seven years of experience)	5%	50
	Art Director/Graphic Designer/ Copywriter (minimum of five years of experience)	5%	50
Total		100%	1,000

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

To: **UNDP Lebanon, Procurement Unit**

Dear Sir/Madam:

We, the undersigned, hereby offer to render the services for **the provision of professional services for the 2018 Voter Information Media Campaign - Design and Media Coverage Services**”, to UNDP in conformity with the requirements defined in the RFP dated 3/28/2018 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

Deliverables	Description	Percentage of Total Price (<i>Weight for payment</i>)	Price USD (<i>Lump Sum, All Inclusive</i>)
Deliverable 1:	TV, Radio & Cinema Spots Poster, Flyer, LED Online Banners and Social Media	60%	
Deliverable 2:	Monitoring and final report	40%	
Proposal Sub-Grand Total Value (USD), excluding VAT			
VAT (11%) USD (if applicable)			
Proposed Grand Total Value (USD), including VAT			

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
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				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or

at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference

Terms of Reference (TOR)

2018 Voter Information Media Campaign

1. Project Title: Lebanese Elections Assistance Project (LEAP)

2. Background

Background to elections

The Lebanese parliament endorsed, on June 17th 2017, the country's first proportional electoral law and parliamentary elections are scheduled on May 6th 2018.

The new law calls for new electoral districting, composed of 15 major districts subdivided into the 26 minor districts (kada) across the country, and includes new official unified printed ballot papers. Also, among the main reforms, the secretariat for Supervisory Commission on Elections (SCE) will be permanent and new automated systems for candidate registration and results management will be implemented.

Context of the required services

The Electoral Management Body in Lebanon - the Ministry of Interior and Municipalities (MoIM) - plays a vital role in informing the citizens with the new procedures and regulations of the electoral law 44/2017, especially those related to voting.

The MoIM produced a comprehensive Voter Education Campaign and, to complement it, UNDP LEAP was requested to provide assistance to the ministry in developing a media awareness campaign targeting out of country voters and people with disabilities and aiming at encouraging them to participate in the upcoming elections.

Background to UNDP LEAP

UNDP Lebanese Electoral Assistance Project (LEAP) has the main objective to strengthen the capacity of stakeholders for the conduct of transparent and inclusive elections in Lebanon. Through a multi-component approach, the project has the intended outcomes of providing technical assistance and support in the following key electoral areas: (1) management and administration of Elections (2) supervision of election (3) provision of voter education initiatives (4) resolution of electoral disputes, and (5) initiatives to improve election opportunities for women.

3. Objectives

The assignment has the following objectives:

- To motivate out of country voters to participate in the electoral process;
- To provide necessary information to out of country voters on how to vote;
- To provide information needed to people with disabilities on the procedures of voting;
- To provide information needed to people with disabilities on how to use a ballot paper;
- To promote integrity, inclusiveness and transparency of the electoral process;
- To promote positive attitudes towards the electoral process and the MoIM.

Scope of Work

An Advertising Agency / Production Company is required for the following assignment: “2018 Voter Information Media Campaign - Design and Media Coverage Services”.

The underlying principle of the campaign is based on informing out of country voters on how to vote within the frame of the new electoral law and to encourage them to participate in the political and electoral process. The target audience for the campaign is primarily those citizens residing outside Lebanon who are eligible to vote. In addition, the campaign targets people with disabilities and sheds the light on the importance of their equal political right and participation in elections.

Thus, the campaign will focus on delivering the following messages in a positive, respectful and politically neutral manner through the communication channels listed above:

- A. Out of country voters
 - Motivate out of country voters to vote: your vote will make a change, your voice should be heard in the parliament;
 - Provide necessary information on how to vote.
- B. People with Disabilities
 - Motivate PWD to vote in the parliamentary elections: the engagement of people with disability is crucial for the country;
 - Provide relevant information to PWD on how to vote;
 - All people with disabilities, have the same right to vote as other citizens.

The language of the campaign will be Arabic.

The assignment is commissioned by the UNDP Lebanese Elections Assistance Project (LEAP) on behalf of the Ministry of Interior and Municipalities (Project Reference 00083474 /1.9.1.). (See ‘Relevant Background’ below.)

4. Activities

The assignment will undertake a multi-media public media campaign, which will include as deliverables:

- | | |
|-------------------------|--|
| Creative concept | • Design of agreed creative basis for campaign and common messages, including slogans/tagline and graphic design for campaign. Deliverable will be required with the submission of the offer. |
| Television spot | • Two 30-40 seconds TV spots: Deliverable to include design (storyboarding, music, voiceover and English subtitles) and Production;
• Scheduling of broadcast (at no cost) ⁶ on all national TV channels and placing online; and to be reviewed daily. |
| Radio spot | • One 30-40 second radio spot: Deliverable to include design (scriptwriting, music and voiceover), and production;
• Scheduling of broadcast (at no cost) on all national and local radio channels; and to be reviewed daily. |
| Cinema Spot | • One edited 30-45 seconds TV spot (transfer to Digital Cinema Projection);
• Scheduling of broadcast on all national cinema theaters; and to be reviewed daily. |
| LED Screens | • Deliverable of one visual for LED advertisement, with a total of 100 screen.
• Scheduling of coverage (at no cost) on billboards across country. |

⁶ Note: “(at no cost)” means that the budget for the deliverable should include creative and production costs, but not the cost for broadcast/inclusion/posting/delivery, which will be provided for free under arrangements between the MoIM and the relevant media outlets. These arrangements will be confirmed by UNDP. The successful contractor will be required to liaise with the media outlets in order to facilitate the scheduling of broadcasting/etc.

Flyers	<ul style="list-style-type: none"> • Deliverable of one flyer in Arabic (based on press ad with additional information & illustration) with a total of 50,000; • Delivery to agreed distribution channels (e.g. via Ministries, municipalities and civil society).
Posters	<ul style="list-style-type: none"> • Deliverable of two visuals for posters in Arabic (based on press ad) (e.g. 100cm x 50cm), with a total of 5,000 copies; • Delivery to agreed distribution channels (e.g. via Ministries, civil society and UNDP).
Social Media	<ul style="list-style-type: none"> • Deliverable of Facebook strategy for the parliamentary elections; • Deliverable of Twitter strategy, including scheduling of key tweets by MoIM for the parliamentary elections; • Deliverable of other social media options, including Facebook ads (geo-targeting out of country voters across all continents) and boosting of informative clips; • Approaching bloggers and celebrities to share and boost the campaign, with the approval of UNDP and MoIM.
Online Banners	<ul style="list-style-type: none"> • Deliverable of online banner ads based on the creative concept of the campaign; • Scheduling of posting on different websites.
Monitoring	<ul style="list-style-type: none"> • Number of the TV/radio/cinema spots broadcasted • Number of print ads by newspapers • Data from monitoring companies (e.g. STAT IPSOS) • Frequency of appearance in well-known bloggers pages, TV shows, etc.
Report	<ul style="list-style-type: none"> • Final Report, first draft to be delivered by April 20th and final draft no later than May 18th.

All outputs will be prepared for UNDP, with whom all property rights will rest, on behalf of the MoIM. All outputs will require the approval of both UNDP and the MoIM. All produced documents and materials can be used by UNDP and the MoIM without consultation or approval of the contracting company.

5. Work plan

A preliminary proposed project work plan is required in the proposal, covering all the deliverables listed above and including a timeline of all activities. It shall also include the resources as well as other dependencies, which affect the project duration. Upon contract award, UNDP shall be provided with a revised project work plan, if necessary. Once agreed upon, the new plan shall be adopted and shall form the basis for project supervision and monitoring.

6. Deliverables

6.1 Deliverables & Delivery Schedule

The campaign must be launched by 16 April 2018, closing on 4 May 2018. Production is thus expected to start by 9th of April, the outputs are expected to be delivered by 13 April 2018 and the final report to be delivered on 4 June 2018.

<u>Deliverable</u>	<u>Installments</u>
Upon delivery of the following: TV, Radio & Cinema Spots Poster, Flyer, LED Online Banners and Social Media	60% of the total cost
Upon delivery of the following: Monitoring and final report	40% of the total cost

The payments will be made upon achievement of all required deliverables along with the submission of a corresponding invoice to be approved by the CTA.

6.2 Requirements

Companies are required to:

- Submit a detailed proposal, concept idea/s campaign strategy and budget;
- Outline the company's relevant experience, qualifications and capacity to deliver the assignment;
- Propose creative ideas for the assignment for a TV spot, newspaper ad and engagement with social media;
- Provide a detailed work plan for media production, distribution and implementation modalities;
- Propose additional campaign tools or methods that may be appropriate.

6.3 Reports validation modalities

In addition to general communications, the Contractor will provide a weekly status update report on the delivery of the outputs, on every Friday of the period of the contract. On April 20th and thereafter, this report will include data on the number of broadcasts, etc. of the campaign and other relevant data.

The Contractor will submit a draft Final Report to UNDP LEAP by May 18th, 2018 detailing the delivered outputs and results. The Final Report will be submitted to the UNDP LEAP Chief Technical Adviser.

All project reports and documentation will be in English.

7. Firm Qualifications

The Contractor wishing to be considered for the services described herein should have the following qualifications:

- Five years of professional experience in related fields;
- Demonstrable experience in running of multi-media and thematic advertising campaigns at a national level (including a list of performed campaigns in last 3 years) and targeted thematic campaigns aimed at young persons, women or rural communities;
- Demonstrable expertise in the area of innovative and creative media production;
- Demonstrable capacity to undertake multiple tasks within tight timeframes;
- Proven distribution capacities for printed materials, billboards and TV/radio spots;
- Knowledge and understanding of the role of public bodies in the delivery of public awareness campaigns and/or public education campaigns;
- Knowledge and understanding of media structures in Lebanon, including media outlets and delivery/distribution agencies in electronic and printed media;
- Knowledge and understanding of integrating public awareness campaigns into use of social media;
- Practical experience in developing analysis and surveys related to media coverage.

Upon selection, the Contractor will coordinate and collaborate with the UNDP LEAP project team and the MoIM to identify and develop the appropriate messages and media for the campaign, and at all other stages of the production of the campaign.

The Contractor will provide the following key staff:

- Senior Communications Expert as Project Manager (minimum of seven years of experience)
- Art Director/Graphic Designer (minimum of five years of experience)
- Communications Associate, as daily focal point
- Other Creative Staff as required
- Other Support Staff as required

The Contractor will work closely with the UNDP LEAP Chief Technical Adviser and Communications Team, including regular meetings and communication, and shall discuss any problems that may arise and/or any necessary changes to the work plan and schedule. All outputs will be submitted to the UNDP LEAP project team for review, and will be proceed upon with the approval by UNDP LEAP and the MoIM. Submissions must be provided electronically, and approvals will be transmitted by email. The language to be used in communication with the UNDP LEAP team and the MoIM will be Arabic and English.

The Contractor will liaise with UNDP on arrangements for the broadcasting of the TV/radio spots and for newspaper/billboards/ unipoles/ LED advertisements. The broadcasting of the TV/radio spots and press/billboard/unipoles/LED

and others space is to be considered as being provided free of charge under legal entitlements for public broadcasting held by the MoIM. Details will be discussed with UNDP LEAP and the MoIM during the initial stages of project implementation. The Contractor should liaise with the billboard advertising company on printing specifications.

8. Technical Evaluation Criteria:

Technical Proposal Evaluation		Score Weight	Points Obtainable
1.	Eligibility and qualifications	30%	300
	Minimum of 5 years of relevant experience in thematic advertising campaigns Minimum 5 years = 115 points; for 10 years = 125 points; 12 years = 135 points; above 13 years = 150 points	15%	150
	Demonstrable experience in targeted thematic campaigns aimed at a national level and targeted campaigns aimed at young persons, people with disabilities, women and rural communities Minimum 2 projects = 65 points; for 3 projects = 75 points; for 4 projects = 85 points; 5 projects = 90 points; 6 projects or more = 100 points	10%	100
	Knowledge and understanding of integrating public awareness campaigns into use of social media	5%	50
2.	Proposed concept idea, methodology, implementation plan	60%	600
	Proposed concept idea	30%	300
	Methodology / Campaign Strategy	20%	200
	Proposed work plan, timeline	10%	100
3.	Management Structure and Key Personnel	10%	100
	Senior Communications Expert as Project Manager (minimum of seven years of experience)	5%	50
	Art Director/Graphic Designer/ Copywriter (minimum of five years of experience)	5%	50
	Total	100%	1,000

9. Language requirements

All requested reports/deliverables shall be written in English and Arabic.

10. Duration

The duration of the assignment **is approximately 2 months from Contract signature date.**