



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

	DATE: 13 November 2020
	REFERENCE: UNDP Albania

Dear Sir / Madam:

We kindly request you to submit your Proposal for “Communications and advocacy services for a youth peacebuilding initiative in the Western Balkans (Albania, Bosnia and Herzegovina, Kosovo,* Montenegro, North Macedonia, Serbia)”

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

Proposals may be submitted on or before **Friday, November 27, 2020 at 14:00 hrs. via e-Tendering.**

Allowable Manner of Submitting Proposals: e-Tendering only. **Bids not sent in e-Tendering system will not be considered.** Proposal Submission Address: <https://etendering.partneragencies.org>

Please acknowledge receipt of this RFP by using the “Accept Invitation” function in e-Tendering system. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

Please find the link for all the procurement guides and videos:

<https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

Electronic submission (e-Tendering) requirements:

- Format: PDF files only
- File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
- All files must be free of viruses and not corrupted.
- Max. File Size per transmission: 35 MB
- UNDP reserves the rights to ask for originals during the evaluation.

Please name the submitted files following the structure of the solicitation document and consolidate the files into as few files as possible, using compression tools (zip etc.).

Your Proposal must be expressed in the **English**, and valid for a minimum period of **120 days**.

*All references to Kosovo shall be understood to be in the context of Security Council Resolution 1244 (1999). For RYCO, this designation is without prejudice to positions on status, and is in line with Security Council Resolution 1244 and the ICJ Opinion on the Kosovo Declaration of Independence.

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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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 or Purchase Order 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 or Purchase Order, 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/business/protest-and-sanctions.html>

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 : https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Nuno Queiros
Deputy Resident Representative

Annex 1**Description of Requirements**

Context of the Requirement	Communications and advocacy services for a youth peacebuilding initiative in the Western Balkans (Albania, Bosnia and Herzegovina, Kosovo, Montenegro, North Macedonia, Serbia)
Implementing Partner of UNDP	UNDP

Brief Description of the Required Services ²	<p>Within the project “Supporting the Western Balkans’ collective leadership on reconciliation: building capacity and momentum for the Regional Youth Cooperation Office (RYCO)”, UNDP is implementing an initiative that seeks to increase dialogue around young people’s role in sustaining peace and promote youth-led advocacy to influence public and political discourse on peace and reconciliation in the region (Albania, Bosnia and Herzegovina, Kosovo, Montenegro, North Macedonia, Serbia). The initiative is centred around a regional study on youth perceptions which will serve as the evidence base for identifying youth priorities for peace and security and formulating the messages that will be promoted through youth voices.</p> <p>Under this output, the project has put together a group of 23 women and men aged 18-29 and representative of the region to help design and implement the activities. The group consists of young leaders who are active in their communities and are familiar with the civil society and peacebuilding scene in their contexts and have also worked with marginalized and hard-to-reach youth communities. As a first step, the group helped co-design the regional study on young people’s perceptions on peace and security. Once the data collection is completed and results analysed, the youth group will contribute to the identification of key messages and recommendations that they would like to see promoted and disseminated.</p> <p>The messages coming out of the study engaging youth and focusing on their perceptions will fill a gap in the array of available regional and global research. It will also provide opportunities for renewed peace advocacy and messaging on critical issues that youth themselves prioritise surrounding conflict legacies. The project will enable youth-led peace advocacy and help shape more effective evidence-based peacebuilding initiatives that takes young people’s experiences and perceptions seriously and realises the peace potential of young people.</p> <p>With this in mind, UNDP is looking for a communications/advocacy service provider to help design and implement the overarching strategic communications and advocacy plan for the youth-led initiative. The outcome will be a plan and products that are youth-focused, promoting the results of the study and peace and reconciliation, and reflect both context-specific and regional peculiarities and objectives of the project. The goal is to gain visibility for the study and the recommendations of youth, create discussion and productive dialogue as well as inspire further youth action around peace in the Western Balkans.</p> <p>Specific objectives include:</p>
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² A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<ol style="list-style-type: none"> 1. Developing a communication and advocacy strategy for before, during and after the results of the research are published and supporting in the roll-out; 2. Collaborating with UNDP, RYCO and the youth group to create the content and different elements of the communications and advocacy strategy, e.g. photo and video material, social media content; 3. Designing and developing an online platform to present the study and data findings and to highlight young people's active role in sustaining peace.
List and Description of Expected Outputs to be Delivered	<p>Under the supervision of UNDP, the Contractor will:</p> <ul style="list-style-type: none"> • Prepare a detailed workplan reflecting key stages and activities and revise it based on received feedback (estimated timeline by end of December 2020) • Develop a comprehensive communication and advocacy strategy for the youth-led initiative (pre/during/post research, including mapping of key stakeholders and networks, key events, channels and platforms for the promotion of the topic), revise it based on feedback, and co-organize an online consultation with the youth group to integrate their views as well as introduce them to the basic concepts of communication and advocacy (estimated timeline by end of January 2021); • Work together with UN, RYCO and the youth group to create the content for the implementation of the communication and advocacy strategy (e.g. activity plans, photo stories, videos, presentations, social media messages and other content) (estimated timeline by end of February 2021); • Design and create an online platform where the study and other content created can be showcased using graphic design, visual material, data visualizations and infographics; with all written content featured in English, Albanian, Bosnian, Croatian, Macedonian, Montenegrin and Serbian – professional translations from English to local languages and back translations to be provided by the Contractor and approved by UNDP (estimated timeline by mid-March 2020); • Design the format for publication of the report (pdf or similar), print 1000 hard copies and create promotional materials for the initiative such as information sheets, two-pagers and PowerPoint templates and co-organize and an online session with the youth group to review the platform and all materials and advise in their further use for any advocacy initiatives the youth groups intends to carry out after the initiative (estimated timeline by end of March 2021); • Prepare a final report that will include a summary of the work performed including highlighting any notable difficulties, challenges or deviations from the original plan and any necessary feedback for UNDP, with references to all materials produced and all the products linked/annexed (estimated timeline by mid-April 2021). <p>NOTE: The selected Contractor should discuss the goals of the assignment and methodology with UNDP. The final version of the methodology with detailed communication and advocacy strategy design and implementation methods, tools and timetable of proposed activities should be approved by UNDP.</p>

Person to Supervise the Work/Performance of the Service Provider	UNDP Youth, Peace and Security Specialist
Frequency of Reporting	
Progress Reporting Requirements	Written communication
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	5 months
Target start date	December 15, 2020
Latest completion date	April 15, 2021
Travels Expected	No
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency for local companies
Value Added Tax on Price Proposal ³	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <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.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted

³ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Payment Terms ⁴	<p>Deliverable 1: Detailed work plan reflecting key activities and stages, including integrating received feedback – 10%</p> <p>Deliverables 2 and 3: Communication and advocacy strategy and plan, revision and co-organization of consultation. The strategy should outline the initiative's background, vision, objectives, key stakeholders, communication tools, events/platforms/channels proposed and other relevant points. The communication and advocacy plan should include the timetable and description of implementation of the proposed products and activities. This should also take into consideration the UN-RYCO project's overall communication strategy.</p> <p>Communication and advocacy products and activities in collaboration with UN, RYCO and youth. Implementation of the communication and advocacy strategy; creation of necessary content; creation and translation of the online platform as well as designing and printing the research report and promotional material; co-organization of an online session with the youth group.</p> <p>– 80% (upon completion of deliverable 2 and deliverable 3)</p> <p>Deliverable 4: Final report – 10%</p>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<p>UNDP Youth, Peace and Security Specialist UNDP Project Coordinator for UN-RYCO project</p>
Type of Contract to be Signed	<p><input type="checkbox"/> Purchase Order</p> <p><input type="checkbox"/> Institutional Contract</p> <p><input checked="" type="checkbox"/> Contract for Professional Services</p> <p><input type="checkbox"/> Long-Term Agreement⁵ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i></p> <p><input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i></p>
Criteria for Contract Award	<p><input type="checkbox"/> Lowest Price Quote among technically responsive offers</p> <p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><input type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion 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.</p>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Bidder's qualification, capacity and experience (30%)</p> <ul style="list-style-type: none"> Officially registered organization (commercial, non-profit, non-governmental): 5-8 years – 20 points, more than 8 years – up to 30 points.

⁴ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

⁵ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<ul style="list-style-type: none"> • Minimum 5 years of proven experience in communications and the design and implementation of strategic communication and advocacy plans, including international experience: 5 years – 70 points, more than 5 years – up to 80 points. • Availability of human resources for high-quality and timely completion of assignment and technical resources for graphic and web design, print product design, creating media content such as photo-stories, videos and social media content: no availability – 0 points, availability of technical resources – up to 30 points. • Experience in the creation online platforms, evidenced by at least 2 submitted examples of relevant online platforms: no relevant experience – 0 points; 2 relevant platforms– 30 points, more than 2 relevant trainings – up to 40 points. • Experience in in the design and implementation of communication and advocacy strategies related to young people OR peacebuilding: no relevant experience – 0 points; 1-3 relevant projects – 30 points, more than 3 relevant projects – up to 40 points. • Experience working in the context of the Western Balkans on cross-border/regional projects: no experience – 0 points; availability of experience – 15 points. • Experience in working with international organizations: no experience – 0 points; availability of experience – 15 points. • Quality of prior communications/advocacy projects’ results (at least 2 cases submitted clearly illustrating relevance, scope of work and results of Contractor’s work should be provided in the Proposal): - relevance of the cases – up to 10 points; quality of the results – up to 40 points. <p><input checked="" type="checkbox"/> Proposed Methodology, Approach and Implementation Plan (40%)</p> <ul style="list-style-type: none"> • The relevance of the technical proposal to the objectives and tasks of the TOR, the quality of the proposed approach and methodology and its compliance with the stated goals of the TOR: <ul style="list-style-type: none"> ○ The methodology is well-adjusted to the needs of the ToR – 60 points; ○ The methods and tools proposed meet the purpose and objectives of the communication and advocacy activities detailed in the proposal, 50 points; ○ The technical proposal is realistic within the timeframe stated in TOR – 40 points. • The proposed methodology: <ul style="list-style-type: none"> ○ Includes clear structure and specific outlines of activities – 60 points;
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	<ul style="list-style-type: none"> ○ Demonstrates understanding of the regional aspect of the assignment and proposing regional/cross-border elements – 30 points; ○ Demonstrates understanding of the peacebuilding, reconciliation, youth, gender, minority, and marginalized groups specific issues – 20 points; <p>Demonstrates understanding of UNDP priorities and needs for the communication and advocacy services – 10 points;</p> <ul style="list-style-type: none"> • Work plan and timelines: <ul style="list-style-type: none"> ○ Work plan is well elaborated and feasible and includes visualized work schedule – 20 points; ○ Work plan envisages all the activities and deliverables outlined in ToR – 30 points; ○ Work plan presents alternative/mitigation options in case of delays/unexpected events – 20 points <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (30%)</p> <ul style="list-style-type: none"> • Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? – 70 points • Qualifications of key personnel proposed – 230 points <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i></p>
Annexes to this RFP ⁶	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁷</p> <p><input checked="" type="checkbox"/> Detailed TOR</p> <p><input type="checkbox"/> Others⁸ <i>[pls. specify]</i></p>
Contact Person for Inquiries (Written inquiries only) ⁹	<p>UNDP Albania Procurement Unit procurement.al@undp.org</p> <p>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.</p>

⁶ Where the information is available in the web, a URL for the information may simply be provided.

⁷ 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.

⁸ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁹ 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.

Other Information <i>[pls. specify]</i>	Description of initiative: https://www.rycowb.org/wp-content/uploads/2019/12/From-Divisive-Memories-to-Shared-Futures-final.pdf
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹⁰

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹¹)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], 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, contract 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.*

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.

¹⁰ This serves as a guide to the Service Provider in preparing the Proposal.

¹¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, 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) Team portfolio and links to previous work*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

**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]

Annex 3***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 references

Communications and advocacy services for a youth peacebuilding initiative in the Western Balkans (Albania, Bosnia and Herzegovina, Kosovo, Montenegro, North Macedonia, Serbia)

I. BACKGROUND INFORMATION

Within the project “Supporting the Western Balkans’ collective leadership on reconciliation: building capacity and momentum for the Regional Youth Cooperation Office (RYCO)”, UNDP is implementing an initiative that seeks to increase dialogue around young people’s role in sustaining peace and promote youth-led advocacy to influence public and political discourse on peace and reconciliation in the region (Albania, Bosnia and Herzegovina, Kosovo, Montenegro, North Macedonia, Serbia). The initiative is centred around a regional study on youth perceptions which will serve as the evidence base for identifying youth priorities for peace and security and formulating the messages that will be promoted through youth voices.

The overall project supports RYCO, as a mechanism which is endorsed by governments and citizens alike, to work in partnership with civil society, education systems and schools, grass roots organizations, youth institutions and youth in general for the consolidation of RYCO as a regionally owned mechanism with the capacity to promote reconciliation, mobility, diversity, democratic values, participation, active citizenship and intercultural learning. The expected outcome of this project is: Social Cohesion and Reconciliation – as measured by increasing embracing of diversity, attitudes of tolerance and reduced prejudice and discrimination by youth – is enhanced across the Western Balkans. To achieve its outcome, the project will target youth, youth organizations and schools in the region as well as RYCO itself.

The project is implemented with the joint participation of three UN Organisations of UNDP, UNICEF and UNFPA and in close partnership with RYCO, with UNDP the leading UN Organisation for the overall implementation and coordination of the joint project.

As part of the project’s outputs, the UNDP initiative seeks to create opportunities for youth from diverse backgrounds to identify common peace and security priorities and enter in constructive dialogue with their peers across divides, enhance confidence in and dialogue with decision-makers, and strengthen youth capacities to become actors for change. The implementation of this output is guided by UNDP who will closely coordinate inputs across the activities from a task force, consisting of representatives of UN, RYCO and other stakeholders.

Under this output, the project has put together a group of 23 women and men aged 18-29 and representative of the region to help design and implement the activities. The group consists of young leaders who are active in their communities and are familiar with the civil society and peacebuilding scene in their contexts and have also worked with marginalized and hard-to-reach youth communities. As a first step, the group helped co-design the regional study on young people’s perceptions on peace and security. Once the data collection is completed and results analysed, the youth group will contribute to the identification of key messages and recommendations that they would like to see promoted and disseminated.

The messages coming out of the study engaging youth and focusing on their perceptions will fill a gap in the array of available regional and global research. It will also provide opportunities for renewed peace advocacy and messaging on critical issues that youth themselves prioritise surrounding conflict legacies. The project will enable

youth-led peace advocacy and help shape more effective evidence-based peacebuilding initiatives that takes young people's experiences and perceptions seriously and realises the peace potential of young people.

II. OBJECTIVES

With this in mind, UNDP is looking for a communications/advocacy service provider to help design and implement the overarching strategic communications and advocacy plan for the youth-led initiative. The outcome will be a plan and products that are youth-focused, promoting the results of the study and peace and reconciliation, and reflect both context-specific and regional peculiarities and objectives of the project. The goal is to gain visibility for the study and the recommendations of youth, create discussion and productive dialogue as well as inspire further youth action around peace in the Western Balkans.

Specific objectives include:

1. Developing a communication and advocacy strategy for before, during and after the results of the research are published and supporting in the roll-out;
2. Collaborating with UNDP, RYCO and the youth group to create the content and different elements of the communications and advocacy strategy, e.g. photo and video material, social media content;
3. Designing and developing an online platform to present the study and data findings. and to highlight young people's active role in sustaining peace.

III. SCOPE OF WORK

Under the supervision of UNDP, the Contractor will:

- Prepare a detailed workplan reflecting key stages and activities and revise it based on received feedback (estimated timeline by end of December 2020)
- Develop a comprehensive communication and advocacy strategy for the youth-led initiative (pre/during/post research, including mapping of key stakeholders and networks, key events, channels and platforms for the promotion of the topic), and revise it based on feedback, and co-organize an online consultation with the youth group to integrate their views as well as introduce them to the basic concepts of communication and advocacy. The strategy will consider the project's overall communication's strategy. (estimated timeline by end of January 2021);
- Work together with UN, RYCO and the youth group to create the content for the implementation of the communication and advocacy strategy (e.g. activity plans, photo stories, videos, presentations, social media messages and other content) (estimated timeline by end of February 2021);
- Design and create an online platform where the study and other content created can be showcased using graphic design, visual material, data visualizations and infographics; with all written content featured in English, Albanian, Bosnian, Croatian, Macedonian, Montenegrin and Serbian – professional translations from English to local languages as well as back translations from local languages to English (done by another translator for quality assurance) to be provided by the Contractor and approved by UNDP (estimated timeline by mid-March 2020);
- Design the format for publication of the report (pdf or similar), print 1000 hard copies and create promotional materials for the initiative such as information sheets, two-pagers and PowerPoint templates and co-organize and an online session with the youth group to review the platform and all materials and advise in their further use for any advocacy initiatives the youth groups intends to carry out after the initiative (estimated timeline by end of March 2021);
- Prepare a final report that will include a summary of the work performed including highlighting any notable difficulties, challenges or deviations from the original plan and any necessary feedback for UNDP, with

references to all materials produced and all the products linked/annexed (estimated timeline by mid-April 2021).

IV DELIVERABLES

The Contractor is expected to complete the tasks within the following timeframe.

Deliverables	Payment (%)	Target due dates
Deliverable 1: Detailed work plan reflecting key activities and stages , including integrating received feedback.	10%	20 December 2020
Deliverable 2: Communication and advocacy strategy and plan, revision and co-organization of consultation The strategy should outline the initiative's background, vision, objectives, key stakeholders, communication tools, events/platforms/channels proposed and other relevant points. The communication and advocacy plan should include the timetable and description of implementation of the proposed products and activities. This should also take into consideration the UN-RYCO project's overall communication strategy.	80%	28 February 2021
Deliverable 3: Communication and advocacy products and activities in collaboration with UN, RYCO and youth Implementation of the communication and advocacy strategy; creation of necessary content; creation and translation of the online platform as well as designing and printing the research report and promotional material; co-organization of an online session with the youth group.		31 March 2021
Deliverable 4: Final report	10%	15 April 2021

V EXPERIENCE AND QUALIFICATION REQUIREMENTS (ELIGIBILITY CRITERIA) OF THE CONTRACTOR

General requirements:

- 1) The Company / organisation should be officially registered (commercial, non-profit, non-governmental);
- 2) At least five years of proven experience in communications and the comprehensive design and implementation of communication and advocacy strategies, including international experience;
- 3) Availability of human resources to ensure high-quality and timely completion of the assignment is required;
- 4) Availability of own technical resources for the production of an online platform, design of the study, creating media content such as photo-stories, videos and social media content is required;
- 5) Experience in the design and implementation of communication and advocacy strategies related to young people or peacebuilding is an asset;
- 6) Experience in conducting communication and advocacy strategies at a regional or global level is an asset;
- 7) Previous work in the Western Balkan region on cross-border/regional projects is an asset;
- 7) Experience in working with the international organisations and donor agencies will be an asset.

Requirements for the Key Personnel:

1) Team Leader

The Team Leader will be the responsible person for overall coordination of the assignment. S/he will be the responsible person for the quality of the deliverables and act as the counterpart of UNDP for this assignment. The team leader will also coordinate and assure the quality of work of all the team members including the Communications and Advocacy Expert and e.g. web developer, graphic designer, photographers, videographers and other persons necessary for the completion of the assignment. The team leader competences, qualification and experience should include:

- Master's degree in Communications, Advocacy, Journalism, Media or relevant area.
- Minimum 8 years' experience in project management or leading training teams or consultants is required;
- Minimum 5 years of previous working experience as communications or media specialist is required;
- Proven experience of having worked on at least two high level campaigns and/or events focused on development issues, including delivery of substantive communications, content development and production
- Previous experience working with international organizations is an asset;
- Previous work in the Western Balkan context is an asset;
- Previous experience working for the UN is an asset;
- Excellent writing and oral communication skills in English is required.

2) Communication and Advocacy Expert

The Communication and Advocacy Expert will be the lead in designing and implementing the deliverables together with the team assembled for the completion of the assignment:

- University degree in Communications, Advocacy, Journalism, Media or relevant area;
- At least 5 years' experience in designing and implementing communications and advocacy strategies is required;
- Demonstrated experience in conducting online consultations/trainings with a variety of audiences is required;
- Experience creating communications/advocacy products on peacebuilding is an asset;
- Experience creating communications/advocacy products focusing on and targeting young people, or working together with youth is an asset;
- Previous work in the Western Balkan context is an asset;
- Demonstrated experience in creating campaigns for cross-border initiatives is an asset;
- Excellent communication and written skills in English is required, knowledge of the languages of the Western Balkan region is an asset.