



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

NAME & ADDRESS OF FIRM	DATE: August 29, 2012
	REFERENCE: <b>RFP/UNDP/12/003-SCELT</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Rapid Knowledge Attitudes and Practices (KAP) Study and IEC Strategy**

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

Proposals may be submitted on or before **Sunday, September 09, 2012** via email to the address below:

**United Nations Development Programme  
Noflien area, Abu Ojeila Ben Taleb,  
Street near to Ben Othman School  
P.O. BOX 358  
Tripoli, Libya**

**Attn. Mr. Sufian Khalfalla**  
**Procurement Associate**  
Procurement.ly@undp.org

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. 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/procurement/protest.shtml>.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

**Annie Demirjian**  
Senior Advisor  
8/29/2012

### Description of Requirements

Context of the Requirement	<b>UNDP Support to Constitution Building Project: Rapid Knowledge Attitudes and Practices (KAP) Study &amp; IEC Strategy</b>
Implementing Partner of UNDP	
Brief Description of the Required Services	Please refer to TOR (Terms of Reference) in Annex 4
List and Description of Expected Outputs to be Delivered	Please refer to TOR (Terms of Reference) in Annex 4
Person to Supervise the Work/Performance of the Service Provider	<i>Annie Demirjian; Osama Matri</i>
Frequency of Reporting	<ol style="list-style-type: none"> <li>1. End of week 2</li> <li>2. End of week 4</li> <li>3. End of week 6</li> <li>4. End of week 7</li> </ol>
Progress Reporting Requirements	<ol style="list-style-type: none"> <li>1. End of week 2: Findings of Meta-analysis of previous surveys &amp; studies &amp; elaboration of findings &amp; KAP hypotheses to be tested in fieldwork</li> <li>2. End of week 4: Overview of findings from Fieldwork</li> <li>3. End of week 6: Interim report &amp; draft IEC strategy</li> <li>4. End of week 7: Full Elaboration of IEC Products &amp; Activities</li> </ol>
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	41 days
Target start date	ASAP
Latest completion date	Expected by 31.10.2012
Travels Expected	In-country field work
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	n/a
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																				
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (Libyan Dinars)																				
Value Added Tax on Price Proposal <sup>1</sup>	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																				
Validity Period of Proposals (Counting for the last day of submission of quotes)	<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>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Findings from meta-Analysis</td> <td>25%</td> <td>End week 2</td> <td rowspan="5">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>Preliminary findings from Fieldwork</td> <td>25%</td> <td>End week 4</td> </tr> <tr> <td>Interim Report &amp; Draft IEC Strategy</td> <td>25%</td> <td>End week 6</td> </tr> <tr> <td>Elaboration of IEC Products &amp; Activities</td> <td>25%</td> <td>End week 7</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Findings from meta-Analysis	25%	End week 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.	Preliminary findings from Fieldwork	25%	End week 4	Interim Report & Draft IEC Strategy	25%	End week 6	Elaboration of IEC Products & Activities	25%	End week 7			
Outputs	Percentage	Timing	Condition for Payment Release																		
Findings from meta-Analysis	25%	End week 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.																		
Preliminary findings from Fieldwork	25%	End week 4																			
Interim Report & Draft IEC Strategy	25%	End week 6																			
Elaboration of IEC Products & Activities	25%	End week 7																			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Senior Advisor Public Administration; Governance Officer																				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																				
Criteria for Contract Award	<input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <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	<p><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Expertise of the Firm 14%</li> <li><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 14%</li> <li><input checked="" type="checkbox"/> Understanding of the task and objectives as demonstrated by the strategy and implementation plan advanced 14%</li> <li><input checked="" type="checkbox"/> Relationship between the methodology, implementation plan, and the design of the IEC activities and outputs. 14%</li> <li><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 14%</li> </ul> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Description of Requirements (Annex 1)</li> <li><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</li> <li><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</li> <li><input checked="" type="checkbox"/> Detailed TOR (Annex 4)</li> </ul>
Contact Person for Inquiries (Written inquiries only)	<p><i>Mr. Sufian Khalfalla</i>  <i>Procurement Associate</i>  <a href="mailto:Sufian.khalfalla@undp.org">Sufian.khalfalla@undp.org</a></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>
Other Information [pls. specify]	

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

[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, 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.*

### 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.*

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>3</sup> 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. Cost Breakdown per Deliverable\***

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

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

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

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

*[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

### Rapid Knowledge Attitudes and Practices (KAP) Study to develop the IEC Strategy

#### Introduction

In July 2012 Libya successfully conducted its first democratic general election in five decades. The event was qualified as ‘an extraordinary accomplishment’ with 2,501 candidates, including 84 women, taking part in the individual candidates poll, and 1,207 candidates, including 545 women, contesting the proportional representation poll on the lists of political entities. Subsequently, in the first peaceful and democratic transfer of power in Libya’s history, the National Transitional Council convened the first meeting of the newly elected National Congress and – following the dissolution of the NTC – the Congress began the process of forming a national government and deciding on the process for drawing up a new constitution.

It is increasingly recognized that the process by which a new constitution is made, particularly following civil conflict or authoritarian rule, can have a significant and long lasting impact on the resulting state and its transition to democracy. The process of constitution-building goes beyond the task of drafting a new law for the state and can serve a range of critical functions in a country recovering from violent conflict and authoritarianism, including:

- (a) Provide a forum for the negotiation of solutions to divisive or contested issues that contributed to violent conflict in the past;
- (b) Begin a process of healing and reconciliation through societal dialogue;
- (c) Lead to the democratic education of the population; and
- (d) Forge a new consensus vision of the future of the state.

Research suggests that constitution-making processes that adopted participatory strategies and methods contributed to democratic education in societies that had not had political freedom or the chance to shape the governance of their state in the past. This led directly to the empowerment of wide sections of the population and contributed to constitutions favoring free and fair elections, greater political equality, more social justice provisions, human rights protections, and stronger accountability mechanisms.

There is also a growing recognition of the reality that deeply engrained political and social practices built up over decades do not change with the holding of an election and the adoption of a new constitutional framework. Transforming the political culture of a society is one of the most difficult aspects of any post-conflict transition. Transformation takes years and requires substantial changes to behavior and social norms. These changes can only be managed with long-term strategies involving large segments of society.

Experience over the last 20 years demonstrates that efforts to promote participation in constitution making have also produced less than satisfactory outcomes. Overly restrictive timeframes, inadequate resources, and poorly designed participation processes have resulted in unmet expectations and accusations of exclusion, tokenism, and manipulation. All too often the resources and capacities to manage popular participation are under-estimated, leading to frustration, disaffection and divisions that do little to enhance the legitimacy of the process - or the resulting constitution.

Engagement in the constitution making process would be an important first step in this process of transformation, but participation without knowledge and understanding of the process and issues involved would be meaningless. Extensive civic education and engagement campaigns and local and national-level public dialogue are therefore essential for meaningful popular participation in the drawing up of a new constitution.

#### *UNDP's Constitution Building Assistance Project*

Enhancing people's capacity to participate in constitution-building will require increasing their levels of awareness and understanding of the process and issues involved through carefully targeted information, education, and communication activities that take into account literacy levels, language needs and ethnic and social backgrounds. This process of communicating and reaching out to civil society – and in particular youth, women, minorities and the disabled – also provides important opportunities and platforms to aggregate and articulate their concerns and aspirations and channel them back to the constitution making body.

Through its Support to Civic Engagement in Libya's Transition project UNDP has already provided vital support to civil society organizations and Libyan authorities in promoting a greater understanding of the electoral and transition processes. Under its Constitution Building Assistance Project UNDP is now proposing to develop an Information, Education and Communication campaign to support Libyan authorities and civil society efforts to promote civic engagement in the constitution-making process.

#### *Knowledge, Attitudes, Practices Study*

A basic precondition for an effective campaign is an understanding of people's information needs, their current level of knowledge and the sources of information on which they rely most to form an understanding of current events in the country. The Libyan revolution generated an unprecedented level of interest in political processes and this has created an enormous demand for information about the transition process. In the past, education systems failed to impart the values necessary for the development of skills required by young people to help build and participate in modern democratic societies and ensure good governance. Discussions with the youth groups in Libya provide empirical evidence that their knowledge of democracy and good governance is extremely limited. UNDP's KAP study will form the basis for a series of actionable recommendations on the development of information, education and communication products and activities that can be used to provide key audiences with a balanced and unbiased platform to engage in discussion about these issues to further their understanding and express their opinions and concerns.

## **Civil Society, the Media, and Civic Education in Libya's Transition to Democracy**

During the Qaddafi-era, Libya was one of a number of countries in the Arab region that prohibited the establishment of independent media and other civil society organizations and allowed only state-run entities. In theory, associations and non-governmental organizations (NGOs) were allowed to be established and were regulated by Law 19 of 2003, which amended the Law 111 of 1970. However, in reality, the establishment and functioning of the media, NGOs and other CSOs were severely curtailed, allowing only those organizations whose patrons were influential with and close to the regime to function. Any independent civic activity in Libya took place deep underground. In response to the conflict CSOs played a significant role in meeting humanitarian and social needs, in particular by taking over essential public service delivery tasks in various sectors such as health, education, sanitation, poverty reduction and social protection. In the run up to the election, many CSO were involved in civic awareness raising activities and voter education, and thousands were accredited as domestic observers during the elections.

Freedom of speech and media was a central demand of the revolution in Libya. Prior to the war there was no independent media in Libya. The state exercised strict controls over broadcast and print media and services were mainly provided through the state-owned terrestrial TV station and a small number of state-owned satellite stations. Some provinces operated local TV stations and a private TV and radio stations were launched in 2007. However, Pan-Arab satellite TV stations such as Al-Jazeera were available. The state-owned broadcaster provided radio services with both national and regional programming. This is changing drastically in the new Libya with the establishment of a raft of new publications, radio and TV stations, and rapidly increasing access to Internet. At the same time, a recent media assessment commissioned by the EU noted that while most Libyans rely on TV for their information, there is as yet no regulation of the sector. This was cited as a source of some concern as the lack of oversight means there are no controls over the accuracy and objectivity of information and messaging about the transition to democracy. Capacity development was also quoted a priority need: it will take time to build the range of journalistic, editorial, and technical production skills needed to produce quality programs that can be used to inform and educate wide sections of the population on the democratic transition process.

With such a huge variance in capacity and standards, no regulatory framework, and a history of suspicion of state media any civic awareness efforts will need to be carefully designed, combining channels and formats to reach diverse groups in a society where people might not trust mass media, and identifying the trusted channels to use in order to reach a greater number of people in the short period of time allowed for in the transitional roadmap.

## **Objectives of the study**

The objective of the KAP study is twofold:

- (a) To define the basic information needs for key target groups (women, youth, and people with disabilities in 13 districts); and

(b) To articulate a series of public information activities and products to meet these needs, proposing the most effective channels and media for their dissemination.

A number of important surveys have been conducted over the past ten months and a meta-analysis of these studies can be used to generate a series of hypotheses about people's need for information about the constitution/making process, and the most effective information/education/communication activities, products and channels that could be used to meet these needs. These hypotheses can be tested through a series of Focus Groups Discussions (FGDs) in each of the three regions with women, youth and people with disabilities

The FGDs will assess current levels of knowledge and understanding about democratic processes, attitudes towards and practices of political and social participation and involvement in development initiatives, as well as media consumption trends and communication channels for women, youth, and people with disabilities. It will draw on and extend previous research and provide a prescription for IEC activities to be supported by UNDP during the coming months. The outcome will provide specific guidance for the design of information, education and communication products to be used in the run up to the election to establish the National Public Congress.

The KAP study into Civic Participation in Libya should allow the UN to fulfill the following objectives:

1. *Knowledge and Practices*

- Benchmark critical knowledge, attitude and practice indicators on civic awareness among the Libyan population (and in particular youth, women, and people with disabilities) covering knowledge of the political transition roadmap, the constitution-making and electoral processes, and the basic concepts of representative democracy, against which the design and implementation of civic awareness activities can be planned, and the impact of the interventions can be measured.

Determine levels of civic engagement and types of participation.

2. *Attitudes and key issues*

- Assess the attitudes of young women and men to political participation, participation in development, elections, civic activism and political parties.
- Identify priority political and social concerns of key sections of the population.

3. *Media consumption and communication*

- Understand how target groups get their information from the media; how they find out about political development; where they get information about planning for the political transition; what television and radio programs they watch; what they find attractive in the media and what kind of educational content would appeal to them.

- Understand how people interact with and actively participate in media, and determine motivations for such participation.
- Determine what alternative channels of information target groups most commonly use, and how they connect with youth knowledge, attitudes and practices.

## Scope of the Study

The study will comprise a three-part initiative as follows:

- (a) A meta-analysis of surveys and studies of media, communication, civil society, and political participation conducted in Libya over the past 12 months, looking specifically at issues related to knowledge and understanding of the democratic transition process (and where possible constitution-building in particular) among women, youth, and people with disabilities, and using the findings to generate a series of hypotheses about target audiences' knowledge, attitudes and practices in relation to political participation;
- (b) Testing these hypotheses through a series of Focus Group Discussions conducted in a small number of districts in each of the three regions; and
- (c) Using the validated findings to design a focused IEC strategy comprised of a small number of multi-media awareness-raising products and activities about constitution-building that can be commissioned to identified CSOs, production companies, TV stations, etc.

The specific tasks will include:

- Designing the methodology for the Knowledge, Attitudes and Practices study;
- Preparing and presenting a comprehensive Study Work Plan;
- Producing a bibliography and database of the surveys and studies of media, communication, civil society, and political participation conducted in Libya over the past 12 months;
- Producing an summary analysis of the previous studies and a series of hypotheses generated from this analysis and which will be tested in the FGDs;
- Developing, pretesting and adjusting of the FGD concept and questionnaire;
- Conducting FGDs with the three target groups in a small number of districts in each of the three regions of Libya;
- Training, supervision and monitoring of data collection and data entry teams;
- Producing a report analyzing the FGD findings;
- Producing a draft mini-IEC campaign strategy specifying the multi-media awareness-raising products and activities will be most effective in increasing the knowledge and understanding of constitution-building among the target audiences, and the production companies, TV stations, CSOs, etc. from which these outputs can be commissioned.

- Preparing and presenting a presentation on the findings and the resulting strategy.

## Target Groups

The target groups are women, youth and people with disabilities in the three regions of Libya. The FGDs will aim to convene one discussion with each target group in a small number of districts with high population density in each of the three regions in order to validate and explore hypotheses generated during the meta-analysis. Groups data and findings should be disaggregated by gender, district, region, and where relevant education level, and age.

## Study Methodology

- The organization undertaking the research will have primary responsibility for designing the research approach and determining the sampling, data collection, and analytical methodologies.
- An outline of the research design should therefore be a primary component of the proposal. In addition, proposals should include suggestions for how to approach the ordering and timing of each phase of research and should comment explicitly on the tentative parameters suggested in the ToR.
- The survey instrument(s) should be pre-tested and adjusted accordingly. The pre-test phase should also serve as an opportunity to narrow the number of variables assessed and to sharpen the final phase survey instrument(s).

## Study Deliverables

### Key Products

Key products expected from this study will include:

#	Product	Yes	No
1	The study methodology;		
2	A comprehensive Study Work Plan;		
3	A bibliography and database of the surveys and studies of media, communication, civil society, and political participation conducted in Libya over the past 12 months;		
4	A summary analysis of the previous studies and a series of hypotheses generated from this analysis and which will be tested in the FGDs;		
5	A FGD concept and questionnaire;		
6	An interim field report outlining progress with data collection, data entry, processing and analysis;		

7	A report analyzing the FGD findings;		
8	A draft mini-IEC campaign strategy specifying the multi-media awareness-raising products and activities will be most effective in increasing the knowledge and understanding of constitution-building among the target audiences, and the production companies, TV stations, CSOs, etc. from which these outputs can be commissioned.		
9	A presentation on the findings and the resulting strategy.		

Please make sure your offer includes all the products requested. Failure to comply with requirements may lead in disqualifying your offer.

## Study timeline and implementation arrangements

To facilitate the study, UNDP will assist the study team in liaison with key stakeholders, if required, and make available to the study team all available information.

### Schedule

The study schedule is as follows:

Activity	Date
Proposals are due	6 Sep 2012
Selection of successful research organization	13 Sep 2012
Meta-analysis of previous surveys & studies & elaboration of findings & KAP hypotheses to be tested in fieldwork	14 – 26 Sep
Training & preparation of field-teams	
Elaboration of questionnaires & fieldwork protocols	
Beginning of Field work	27 Sep 2012
Completion of Field work	11 Oct 2012
Interim report & draft IEC strategy due	25 Oct 2012
Full Elaboration of IEC Products & Activities	31 Oct 2012

## Qualifications and Experience

(please make sure your offer fulfills all the requirements. Failure to comply with requirements may lead in disqualifying your offer):

#	Requirement	Yes	No
1	The successful provider must involve both a licensed Libyan research agency and an international technical advisory component with extensive experience in the development sector.		
2	The successful provider must have extensive experience in conducting large-scale quantitative and qualitative research across the Arab region.		
3	Experience working with international development agencies is required		

## Requirements for Study Proposals

Proposal requirements from the research organization bidders include (please make sure your offer fulfills all the requirements. Failure to comply with requirements may lead in disqualifying your offer):

#	Requirement	Yes	No
1	Contact information for the research agency and one main contact person.		
2	Comments on the Terms of Reference related to how the agency has decided to shape its proposal, particularly on the research objectives. Bidders should feel free to suggest changes in the ToR if they feel such changes are necessary for the completion of successful research toward achievement of UNDP's research purpose.		
3	Risks and challenges associated with the research and a proposed approach to dealing with each.		
4	A proposed research approach and sampling methodology supported by a clear rationale and taking into account the objectives and the methodological parameters suggested above. The proposal should explain in plain language how the research will be carried out and the benefits of the agency's proposed approach.		
5	A detailed project management and field operations plan with key activities noted and explained.		
6	A time frame with key milestones and activities indicated, along with the duration of the proposed activities and necessary time to arrange logistics.		
7	Summaries of what each person will contribute to the research and their role(s).		
8	Detailed CVs of each of the actual person(s) to be involved in the study.		

<b>9</b>	The research agency's experience in conducting similar KAP studies and developing communication strategies for a variety of media.		
<b>10</b>	An example each of KAP research and a communication brief is preferred, but in all cases, writing samples in both English and Arabic are required. An example of any multimedia communications developed would also be helpful.		
<b>11</b>	Any relevant experience with governance, elections, youth, civic participation, advocacy, or related issues and processes.		
<b>12</b>	Experience in working in cooperation with local partners and engaging in participatory approaches to research.		
<b>13</b>	A list of countries in the Arab region in which similar research has been conducted in the past.		
<b>14</b>	A detailed budget as specified above.		
<b>15</b>	Name, telephone and e-mail address of one referee each from three client organizations who are authorized to comment on the quality of research conducted for them.		