REQUEST FOR PROPOSAL – RFP Services

Ref: RFP/CI/FEJ/2024/28

(Please quote this UNESCO reference in all correspondence)

External evaluation of the project "Social Media 4 Peace"

Date: 19 March 2024

Dear Sir/Madam,

You are invited to submit an offer for an external evaluation in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

Annex I Instructions to Offerors
Annex II General Conditions of Contract
Annex IV Proposal Submission Form
Annex V Price Schedule Form
Vendor Information Form

Your offer comprising of technical proposal and financial proposal, should be delivered through two separate emails to the following address **no later than 9 April 2024 (23:59 CET).**

The Technical offer should be sent to the following email, with the mention "Technical Proposal – RFP/CI/FEJ/2024/28– name of the bidder" in subject: <u>ci-procurement@unesco.org</u>

The financial offer should be sent the following email, with the mention "Financial Proposal – RFP/CI/FEJ/2024/3– name of the bidder" in subject: ci-procurement@unesco.org

Offers addressed to any other email accounts will be disqualified. It should also be noted that all files together should not exceed 10 M per email.

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact at <u>ci-procurement@unesco.org</u>

For and on behalf of UNESCO

Mr Guilherme Canela
Chief of Section
Freedom of Expression and Safety of Journalists
Communication and Information Sector

ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (http://www.ungm.org) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council
- (c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as "fraud and corruption":

- "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- "Fraudulent practice" is a knowing misrepresentation of the truth or concealment of a
 material fact aiming at misleading another party in view of obtaining a financial or other
 benefit or avoiding an obligation, or in view of having another party act to their detriment;
- "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- "Coercive practice" means impairing or harming, or threatening to impair or harm, directly
 or indirectly, any party or the property of the party to influence improperly the actions of a
 party.
- "Obstructive practice" means acts intended to materially impede the exercise of UNESCO's contractual rights of audit, investigation and access to information, including

- destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.
- "Unethical practice" means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the <u>United Nations Supplier Code of Conduct</u>

UN Agencies have adopted a zero-tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a
 UN registered vendor if it at any time determines that the vendor has engaged in fraud
 and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to how-to-report-fraud-corruption-or-abuse.

4. Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

5. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

6. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

7. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in English. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

9. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form (Annex IV) duly signed:
- b) Technical proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule/financial proposal, completed in accordance with clauses 10 &11; (Annex V); This price schedule/financial proposal should indicate the overall cost of the assignment, appropriately itemized, and it should be submitted separately from Technical proposal, in a separate email, according to the directions provided on the cover page of these Solicitation Documents. All related travel costs should be reflected in the Financial Proposal Form. Please note that this Financial Proposal should NOT be provided as part of the Technical Proposal.

10. Proposal Form - Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

10.1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CVs of proposed staff are to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

11. Price Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in US dollars.

13. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

14. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

D. SUBMISSION OF PROPOSALS

16. Electronic submission

Your offer, comprising of a technical proposal and a financial proposal, should be sent through two separate emails **no later than 9 April 2024 (23:59 CET)**, as follows:

The Technical offer should be sent to the following email, with the mention "Technical Proposal – RFP/CI/FEJ/2024/28– name of the bidder" in subject: ci-procurement@unesco.org

The financial offer should be sent to the following email, with the mention "Financial Proposal – RFP/CI/FEJ/2024/28– name of the bidder" in subject: ci-procurement@unesco.org

Offers addressed to any other email accounts will be disqualified. It should also be noted that all files together should not exceed 10 M per email.

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

18. Late Proposals

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

19. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

20. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

22. Preliminary examination

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

23. Evaluation and comparison of proposals

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

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

HIGHEST TOTAL SCORE OF WEIGHTED TEHCHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.

Technical Proposal Evaluation Form

		Points	Name of Firm / Institution		
Sample: Summary of Technical Proposal Evaluation Forms		Obtainable	Α	В	С
1.	Expertise of Firm / Institution submitting Proposal	100			
2.	Proposed Work Plan and Approach	300			
3.	Personnel	300			
	Sub-total for Technical Evaluation	700			

Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal		Points	Name of Firm / Institution			
		Obtainable	Α	В	С	
	Financial Proposal					
	Sub-total for Financial Evaluation	300				

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points = lowest price/other price * total points obtainable for financial proposal]

An example:

- Offeror A lowest price ranked as 1st in the amount of USD 10,000 = a
- Offeror B second lowest price ranked as 2^{nd} in the amount of USD 15,000 = b Points assigned to A = 300 & Points assigned to B = 200 (following formula: a/b * 300 i.e. 10,000/15,000 * 300 = 200 points)

Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms		Points	Name of Firm / Institution				
		Obtainable	Α	В	С	D	
	Sub-total Technical Proposal	700					
	Sub-total Financial Proposal	300					
	Total 1000						

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

ANNEX II - General Terms and Conditions for Professional Services

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. 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. 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 UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO 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 with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO 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. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, 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 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. INSURANCE AND LIABILITIES TO THIRD PARTIES

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. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. 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, The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with 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. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. 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 UNESCO 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. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, 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 UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party or 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

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy. The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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, which are beyond the control of the Parties. 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 UNESCO, 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 UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO 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. 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, UNESCO 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.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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 UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that UNESCO, 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

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

The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

25. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ARIISE

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person.

Mistaken belief in the age of a child shall not constitute a defense under the Agreement

- (b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.
- (c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct) provides the minimum standards expected of the UN Suppliers.

28. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (https://www.unesco.org/en/privacy-policy) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful Initials destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

ANNEX III – Terms of Reference (TOR)

1. Background

UNESCO is the UN specialized agency building peace in the minds of people through education, the sciences, culture, communication and information. In the field of communication and information, UNESCO defends and promotes freedom of expression, media independence and pluralism, and the building of inclusive knowledge societies underpinned by universal access to information and the innovative use of digital technologies. This core commitment also underpins UNESCO's multifaceted approach to countering hate speech and disinformation and fostering media and information literacy.

Pursuing its mission in this field, UNESCO continues to implement projects and activities targeting countries across the world, including those prone to or affected by conflicts. Among these are the projects and activities funded under regular budget and other implemented with the funding from a number of donors (extra budgetary). Among the extra budgetary projects implemented by UNESCO, there is "Social Media 4 Peace" (funded by the EU's Foreign Instrument Contributing to Peace and Stability for the amount of EUR 4 million).

The project was launched in January 2021 in the context of increasing challenges posed by rapid digitalization of societies and paralleling growing concerns about the widespread use of digital communication tools as instrumental platforms for spreading harmful content, especially hate speech inciting violence and disinformation, that significantly impacts conflict dynamics and peace prospects. As a crucial aspect of project's aim to counter harmful content online, it responded to the needs of bridging the gap between concrete social, cultural, and linguistic nuances of the local contexts of project beneficiaries, while using human rights principles as a universal baseline, and the content moderation and curation rules and tools designed by social media platforms at the global level in a "one size fits all" fashion. Moreover, a crucial aspect of the project is the reliance on systematic use of digital technologies, particularly social media, for peacebuilding and spreading positive narratives to create incentives for peace rather than violence and driving tensions.

Therefore, the overall objective of the project is to strengthen the societal resilience to potentially harmful content spread online, in particular hate speech inciting violence, while protecting freedom of expression and enhancing the promotion of peace through digital technologies, notably social media. In pursuit of this objective, the project envisages activities to be implemented on three levels to achieve the following outcomes: 1) Enhanced understanding of the root causes, scale, and impact of harmful content online and the effectiveness of the tools to address it in the 4 target countries; 2) Improved curbing of potential harmful content by relevant stakeholders in charge of such content in the 4 target countries; and 3) Enhanced promotion and support of fact-based, peacebuilding narratives and initiatives through digital technologies and social media in the pilot countries.

The project includes 10 outputs: 1) Increased knowledge and transparency over the rule of law and tools in place at national level to address potential harmful content online in the four pilot countries, 2) Increased knowledge of the context, root causes, scale, and impact of the dissemination of potential online harmful content in the four pilot countries, 3) Increased knowledge on the relevance and effectiveness of the current "measures/tools" to address harmful content and prevent conflicts and instability, 4) New tools (policy-level and technological) developed, adapted, and piloted at national level to address harmful content, 5) Stakeholders trained on effective handling of potential harmful content, 6) Supporting national multistakeholder coalitions to advance localized content moderation, 7) Results and best practices of the Action shared at global level, 8) Capacities of CSOs in each pilot country strengthened to promote peace building narratives online, 9) Civil society empowered to be more resilient to harmful content in the four target countries, and 10) Strengthened capacities of media to provide professional, conflict-sensitive online coverage of peace issues at national level in the four target countries.

Target countries and main beneficiaries:

The project is implemented in the following project beneficiaries: Bosnia and Herzegovina, Kenya, Indonesia, and Colombia. The areas where this action's activities are implemented are experiencing ongoing tensions and protracted crises causing needs to increase support for countering of harmful content and protection of freedom of expression, including through strengthening local efforts and tools, with each country representing diverse regions and contexts of the world bringing unique input and lessons learnt.

The main beneficiaries of the project are the vulnerable or conflict-affected communities and vulnerable groups (145 members/representatives), researchers (at least 27), local CSOs (at least 50), national multistakeholder coalition members (at least 59 stakeholders), media professionals (at least 400), young people (more than 1.000), and peacebuilding organisations (100+ representatives of the peacebuilding organisations), as well as the main social media platforms, the overall populations of the project beneficiaries and the global internet community working on defining international standards to curb online potentially harmful content. Concrete activities also targeted particular groups like religious leaders (81) through training of religious leaders on MIL and members of the election supervisory bodies (at least 49 representatives). To achieve the implementation of the activities, UNESCO partnered or cooperated with at least 23 organisations in the four target countries.

The project's implementation period is 46 months and 29 days, from 01/01/2021 to 29/11/2024, with the last 10 months and 29 days representing an extension of the project. The budget of the project is 4 million EUR.

Justification:

The project is currently set to end on 29 November 2024. As part of the project's monitoring, reporting, and evaluation mechanisms, a joint external final evaluation should be conducted at the end of the implementation on the project's achievements in terms of the effectiveness, efficiency, impact, sustainability, relevance of main project products, coordination with stakeholders and in order to obtain recommendations which can be applied to similar or follow-up projects and programmes in future based on the lessons learned.

2. Purpose of the Evaluation

As a part of the project's monitoring, reporting, and evaluation, and as agreed with the donor, UNESCO is required to present the European Union – the EU's Foreign Instrument Contributing to Peace and Stability with an external evaluation undertaken by an entity or individual external to UNESCO and the donor.

This evaluation should be conducted in accordance with UNESCO evaluation procedures and principles, assessing the relevance, coherence, efficiency, effectiveness, sustainability, and impact of the action. It should examine the progress made towards achieving the expected results and the lessons learned, as well as present recommendations regarding the project's design and delivery, including on potential follow-up actions.

The primary purpose of the evaluation is to assess the performance and results (activities, outputs, outcomes) of the project. The evaluation should also assess the quality of the main outputs and outcomes. It should review the project's performance with respect to the agreed objectives of the project document focusing on the results and objectives while assessing the ability of the action to increase societal resilience in the project beneficiaries to harmful content spread online, while protecting freedom of expression, and enhance the use of digital technologies, including social media, for online peacebuilding and spreading positive messages.

The evaluation should also assess the sustainability of interventions, gender equality, and the ability to synergize actions with other stakeholders and projects/programmes, as relevant.

The findings of the evaluation will be used by UNESCO and the donor to assess the achievement of the project results and furthermore to:

- Enhance the relevance, efficiency and effectiveness, impact and sustainability (where relevant) of similar actions as well as shape the features of follow-up projects;
- Demonstrate the project's achievements and challenges, as well as identify success factors, lessons learnt, best practices, and areas still to be covered;
- Define the project's evolvement to secure sustainability after activities end;
- Define the possible roles of UNESCO and the donor for future action in related areas of intervention.

3. Scope of the Evaluation

The evaluation period is **24 weeks**, from **18/04/2024** until **18/10/2024**. The evaluation will cover the activities implemented by UNESCO and its partners in the four (04) targeted countries, as well regionally and globally with regards to the communication and visibility activities.

The evaluation will adopt a retrospective (summative) and forward-looking perspective with actionoriented recommendations to inform future endeavors formulated on the basis of substantive findings. The evaluation will focus on key dimensions of project performance, namely the standard evaluation criteria of relevance, coherence, efficiency, effectiveness, impact, and sustainability. Additional dimensions include complementarities/synergies of the project with other relevant UNESCO activities¹.

With regards to the level of engagement of the evaluation team during the process it is estimated that the preparation of the inception report including design of the methodology and workplan might take at least 10 working days. The data collection phase and preparation of the draft report is estimated in 30 working days. And the preparation of the final report, and meetings with UNESCO for the finalization of the tasks under the contract, are estimated in at least 10 working days. Note that the level of engagement of the team in the process is based on an estimation, and potential bidders can propose a different level of engagement and work-days based on the assessment of the present terms of reference.

Evaluation Questions

The evaluation questions should be structured around the aforementioned dimensions. The evaluation questions below are indicative only and serve solely as guidance. The evaluation questions will be subsequently refined in the inception phase and validated in consultation with UNESCO.

Relevance:

- How are the project objectives addressing identified needs of the target group(s)?
- How do the activities address the problems identified?
- In what ways is the project consistent, or not, with the 42 C/5 Major Programme V's Main Line of Action I, Sustainable Development Goals and other international development goals?
- How did the project take into account and contribute to UNESCO's Global Priority Gender Equality?
- To what extent has the project adapted and developed interventions consistent with the local needs when it comes to countering harmful content online, including through online peacebuilding, and increased understanding of the root causes, impact, and scale of harmful content and effectiveness of the tools to address it at the national level?
- What is UNESCO's comparative advantage in designing and implementing this project and in what ways is this evident?

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¹ In particular, the activities referenced in the Background section.

- To what extent is this intervention coherent with other interventions led by national stakeholders (including authorities, civil society organizations, research institutions, media, and/or other development actors, which have similar objectives in the targeted countries?
- To what extent the project adds value/complements activities already taking place in the targeted countries led by relevant development actors?
- To what extent is the intervention coherent with the work already being done by UNESCO in the promotion of Freedom of Expression Online and Media and Information Literacy, specially in relation to the Governance of digital platforms and strategies in countering hate speech?
- To what extent is the intervention coherent with UNESCO's role in the implementation of the UN Strategy and Plan of Action on Hate Speech?

Efficiency:

- What measures have been taken during planning and implementation to ensure that resources are efficiently used?
- Have the outputs been delivered in a timely manner, to address the evolving needs of the target groups and the broader public, especially within the context of the evolving challenges concerning the spread of harmful content online, notably on social media?
- Could the activities and outputs have been delivered with fewer resources without reducing their quality and quantity?
- In what way is, or not, the project cost-effective? Could more activities and outputs have been delivered with the same resources?
- Have UNESCO's organizational structure, managerial support and coordination mechanisms effectively supported their delivery?

Effectiveness:

- What has been the progress made towards the achievement of the expected outcomes and expected results (bearing in mind the challenges to measure achievement of the outcomes in the short-term)?
- How has the project changed or affected the attitudes, perceptions, and behaviors of the beneficiaries, including the local civil society, young populations, media professionals, and other stakeholders?
- What materials from the project had been used/consulted the most and have had the best feedback from the participants?
- What are the reasons for the achievement or non-achievement? What are the contributing and/or hindering factors to the effectiveness of the action?
- To what extent have the beneficiaries been satisfied with the results?
- Will the project leave the beneficiaries better equipped or/and more resilient to continue addressing and countering harmful content online and engaging in online peacebuilding, from a human-rights based approach?
- To which of the five functions of UNESCO (laboratory of ideas, standard-setter, clearing house, capacity-builder in Member States, catalyst for international cooperation) has the project been contributing?
- Does the project have effective monitoring mechanisms in place?
- Has UNESCO liaised closely with partner organisations to address the emerging gaps and needs, share resources and expertise to mitigate the impact and build resilience against disinformation and hate speech? Are there other stakeholders that would need to be more effectively engaged?

Impact:

- What are the intended and unintended, positive and negative, long-term effects of the project?
- To what extent can the changes that have occurred as a result of the project be identified and measured?
- Has the project led to (and shows potential of leading to) enhanced understanding of the root causes, scale, and impact of harmful content?; and to improved localized actions by relevant stakeholders to counter harmful content and the promotion of peacebuilding narratives in the pilot countries?

- To what extent can the identified changes be attributed to the project?
- How could the impact of the project be further strengthened?

Sustainability:

- What is the likelihood that the benefits from the project will be maintained among the beneficiaries following the completion of the project?
- In what way is the project supported, or not, by local stakeholders and well-integrated with local social and cultural conditions?
- Are requirements of local ownership satisfied? Are relevant stakeholders in the countries committed to countering harmful content online and promoting peacebuilding through digital technologies, notably social media?
- Are relevant local stakeholders and institutions characterized by good governance?
- Do obstacles acting against the promotion of online peacebuilding and increased societal resilience against harmful content still exist in the same shape as before the start of the project?
- Do partners have the financial capacity to maintain the benefits from the project?
- Are there any other local factors that significantly challenge the medium and long-term maintenance of the project results?

4. Evaluation Methodology

The evaluator(s) are expected to elaborate an appropriate methodology in their technical proposal that can be implemented in the requested time period with the possibility to refine and finalize the questions in the inception phase. The suggested evaluation methodology includes the following elements:

- Analysis of the relevant trends in the areas of project implementation, including related to the knowledge concerning the spread of harmful content online, the increased capacity of stakeholders and beneficiaries to counter harmful content online, the strengthening of tools to address harmful content and promote peacebuilding online;
- **Desk study** of all pertinent documents including the progress reports, the project website, communication materials produced under the project, meeting minutes and other documents that were published or gathered in the context of the project;
- **Meetings and key informant interviews** with key stakeholders (such as partners and beneficiaries involved in the project/activities) as well as possible other sources of relevant information;
- Online surveys, where relevant.

Interviews with UNESCO staff and project stakeholders, as well as project beneficiaries for the purpose of enriching the final report's analysis of project performance, in particular the achievement of results. The evaluation will follow the principles outlined in the UNESCO Evaluation Manual. More specifically it will follow quality standards explained in Guidance #10 on 'Evaluation Inception Reports', Guidance #12 on 'Evaluation Reports' and Guidance #13 'Evaluation Report Quality Checklist' in the Evaluation Manual.

The evaluators will comply with the <u>UNEG Norms and Standards</u>, the <u>UNEG Guidelines for Integrating Human Rights and Gender Equality in Evaluations</u> and <u>UNEG Ethical Guidelines for Evaluation</u>.

Additional information:

The evaluation can be conducted via a variety of tools, including surveys or any other relevant method to evaluate the project activities. It is envisaged that all foreseen tasks of the evaluation will be possible to complete through online engagement, including desk study, meetings, and interviews. With the data collection being conducted online, the external evaluation should not foresee any travel.

UNESCO will provide the contractor with details about the project/activities and a suggested list of partners, beneficiaries, and stakeholders with contact details (emails and phone numbers). In some target countries, most of the partners/beneficiaries speak English. However, in Colombia, while most project partners speak English, there is a high likelihood for the need to collect data from the

beneficiaries in Spanish language. The languages spoken in the target countries, in addition to English, include Spanish, Bahasa, Swahili, and Bosnian.

The main beneficiaries of the project are the vulnerable or conflict-affected communities and vulnerable groups (145 members/representatives), researchers (at least 27), local CSOs (at least 50), national multistakeholder coalition members (at least 59 stakeholders), media professionals (at least 400), young people (more than 1.000), and peacebuilding organisations (100+ representatives of the peacebuilding organisations), as well as the main social media platforms, the overall populations of the project beneficiaries and the global internet community working on defining international standards to curb online potentially harmful content. Concrete activities also targeted particular groups like religious leaders (81) through training of religious leaders on MIL and members of the election supervisory bodies (at least 49 representatives). To achieve the implementation of the activities, UNESCO partnered or cooperated with at least 23 organisations in the four target countries.

5. Roles and Responsibilities

The contractor is expected to provide UNESCO with a comprehensive evaluation report of no more than 35 pages without annexes covering the entire period of implementation. The evaluator (evaluation team) will be responsible for logistics: office space, administrative and secretarial support, telecommunications, printing of documentation, and logistics for fieldwork, etc. The evaluator is also responsible for the dissemination of all methodological tools, such as surveys, and providing the deliverables outlined below.

The UNESCO Headquarters in Paris and UNESCO Field Offices in project beneficiary countries will facilitate the evaluation process to the extent possible by providing access to relevant information such as monitoring data, project progress reports and contract information, such as email addresses of relevant stakeholders and networks to be consulted during the evaluation. The donor and the implementing partners might be requested to provide planning documents, mission reports, or other relevant documents bearing in mind some restrictions due to confidentiality. In case of travelling to project target country, the relevant UNESCO offices will be able to provide on-site support to the evaluation team. However, it should be noted that the project is coordinated in Colombia through UNESCO Costa Rica Office, while there are UNESCO offices in other target countries – UNESCO Sarajevo Antenna Office in Bosnia and Herzegovina, UNESCO Multisectoral Regional Office for Eastern Africa in Nairobi, and UNESCO Multisectoral Regional Office in Jakarta covering Brunei Darussalam, Indonesia, Malaysia, the Philippines and Timor-Leste.

The Evaluation Reference Group will be composed of the global project coordinator from UNESCO HQ, the project officers from the UNESCO Field Offices in Jakarta, Sarajevo, Nairobi, and San Jose, and and the consultants working on the project.

UNESCO's Internal Oversight Service (IOS) was consulted on these terms of reference and will provide technical backstopping and advisory support to the UNESCO sector and evaluator, as needed. This shall include advise in selection of the evaluator and the review of deliverables.

6. Sustainability Considerations:

Within the framework of the UN Sustainability Management Strategy (2020-2030), UNESCO has committed to promote and apply sustainable considerations in all its operations, including those related to the procurement of goods, works and services.

Therefore, Bidders are strongly encouraged to comply with following Sustainability Criteria (Environmental/ Social/ Economic) and provide proof of evidence on their commitment and capacity to respond positively, to the below set of Criteria (desirable):

 Climate change mitigation and adaptation: Bidders are encouraged to demonstrate commitments to CSR criteria for digital sobriety,

- Gender issues: Bidders are encouraged to demonstrate commitment to integrate gender mainstreaming in the project's approach and personnel structure.
- Human Rights: Occupational Health and Safety plan: minimum health and safety requirements are adhered to for the respective assignment and the health and safety plan is kept up-to-date and implemented through the execution
- of the consultancy services.
- Promoting sustainability throughout the supply chain: Bidders are encouraged to demonstrate that
 they source responsible suppliers that incorporate environmental and social sustainability
 objectives in their business practices, production methods and processes, conduct backgroundcheck of potential suppliers for their record of social and environmental responsibility.

In addition, bidders are encouraged to adhere to United Nations "Global Compact" programme - https://www.unglobalcompact.org.

7. Deliverables and Schedule

There are two main deliverables: the inception report and the evaluation report (first in draft, then a final version). These deliverables are the responsibility of the external evaluator (with inputs from UNESCO).

The contractor is required to present UNESCO with the following reports/deliverables:

- <u>Kick-off Meeting and Inception Report</u>: including the methodology, work plan, and timeline by **15 May 2024**.
- Draft Reports:
 - o A draft report on preliminary findings is to be submitted to UNESCO by 15 August 2024.
 - Final draft report reflecting UNESCO's comments is required on 15 September 2024.
- <u>Final Report and presentation of the main findings, conclusions, and recommendations</u>: deadline for submitting the final report and delivering the presentation (including annexes) is **15 October 2024**

Additional information on the deliverables:

- The inception report should be no more than 7 pages (excluding annexes) and include the implementation strategy, refined evaluation questions, the methodological framework for the evaluation, and a detailed activity schedule.
- The contractor is required to provide UNESCO with a draft of each project beneficiary evaluation for UNESCO's feedback prior to including in the overall report (a short brief of results for each country proportionate to the space allocated in the final 35 pages report.
- Annexes should include an interview list with full information of all individuals/organisations interviewed or concerned, mainly name, title, role in the project, contact info (phone, direct email), and organizational website. Plus, data collection instruments, key documents consulted, and Terms of Reference.
- The contractor is required to present the major results of the evaluation at a review meeting to be agreed with UNESCO. This included a PowerPoint presentation and an executive summary of the report. The date for delivery of this requirement will be communicated to the evaluator upon consultations with the donor.

The draft and final report should be presented in English and structured as follows:

- ⇒ Executive Summary
- >> Project' Description
- >> Evaluation Purpose
- >> Evaluation Methodology

- → Findings
- >> Conclusions
- >> Recommendations
- → Annexes

Schedule

The evaluation period is 24 weeks, from 18 April 2024 until 18 October 2024.

Task	Responsible for delivery	Deadline
Selection of external evaluator	UNESCO	19 April 2024
Contracting selected evaluator	UNESCO	26 April 2024
Inception report	External evaluator	15 May 2024
Data collection phase	External evaluator	15 July 2024
Draft report	External evaluator	15 August 2024
Final draft report (after feedbac	k and comments) External e	valuator 15 September 2024
Final evaluation report	External evaluator	15 October 2024

8. Qualifications of External Evaluator(s):

Required qualifications

The evaluation team should possess the following mandatory qualifications and experience:

Expertise of Firm/Institution submitting proposal:

- A minimum of 7 experiences of international experience in programme/project evaluation
- A minimum of 3 projects evaluated in the areas of Media and Information Literacy, disinformation, Freedom of Expression or related thematic field.
- Demonstrated experience in evaluation methodologies and techniques, both qualitative and quantitative
- Demonstrated experience in rapid evaluation of project respecting timelines

Team Leader:

- Advanced university degree, excellent oral communication, and report writing skills in English
- At least 7 years of professional experience in policy and programme evaluation in the context of international development
- Extensive knowledge through more than 8 years of experience in applying qualitative and quantitative evaluation methods
- Providing at least 3 to 4 references of assignments completed in the field of social media, freedom of expression online, online peacebuilding, media and information literacy, and/or journalism at the international level

Evaluation Team Members:

- The evaluation team shall be composed of at least two members (inclusive of the team leader).
- Advanced university degree in specialized fields of media development, journalism, public policy, or related fields
- A minimum of 3 years experiences in programme/project evaluation on global/international basis of relevance to policy-making
- Excellent analysis skills
- Oral and writing skills in English to the highest standards

Desired qualifications

Team Leader:

- It is desirable to have at least 2-3 years working with or together with the UN or international organisations
- It is desirable that the team leader has at least 3 references relating to evaluation methodologies and techniques, both qualitative and quantitative
- It is desirable that the team leader is familiar with the UN mandates on gender and human rights, especially with regards to UNESCO's global priority gender equality.

Evaluation Team Members:

- Experience working in the target region of team leader and/or team members is highly desirable
- In-depth understanding and extensive knowledge of issues pertaining to freedom of expression, media freedom and development, Media and Information Literacy is highly desirable
- A gender balanced evaluation team with diverse geographic representation is desirable
- Knowledge of one or more languages spoken in the target countries (Bahasa, Spanish, Bosnian, Swahili)

Preference will be given to multicultural evaluation teams with appropriate gender balance and geographic representation.

Please note: there is to be no previous involvement of any team members in the design or implementation of activities under evaluation.

Please also note: it should be possible to determine compliance with the above stated requirements for the Firm/Institutions, team leader, and team members, such as years of experience, etc. based on the documentation submitted to UNESCO.

9. Minimum Content of Proposals:

Interested candidates should include the following in their proposal:

- A technical proposal: including a proposed workplan and approach to undertake the assignment.
 - > The technical proposal should in particular elaborate on the following aspects:
 - The Firm/Entity's understanding of the task in relation to the objectives and requirements set out in ToR and a description of how a quality result will be ascertained.
 - Description of a realistic work plan and approach with specific reference to key deliverables and priorities and repartition of tasks among team members, including safeguards for the safety of all those involved in the evaluation process as per do-notharm good practices.

- Description of the relevance and quality of previous samples of work in relation to the subject and requirements of the current ToRs.
- > At least two examples of evaluation reports recently completed, if possible relevant to the subject of the evaluation, particularly the sector of media development/freedom of expression and disinformation. If additional relevant samples are provided, additional scores will be attributed to the submission.
- The sample evaluation reports submitted will be assessed according to the following criteria:
 - Relevance to the Evaluation to be undertaken,
 - Substantive quality of writing sample,
 - Coherence of arguments,
 - Effectiveness of the presentation of the findings and conclusions.
- Curriculum vitae of all team members and information about the firm/institutions.
- Financial proposal in USD
 - The financial proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
 - **10. Reference Documents** (to be provided by UNESCO to the selected evaluator(s) during the inception phase.
- The project document.
- Project activity reports
- Information gained through interviews with the partners/beneficiaries.
- Communication materials produced under the project.
- Any related publication or resources that can help the evaluation exercise.
- UNESCO CI website: https://www.unesco.org/en/communication-information

Form AM 10-10 (April 2023)

ANNEX IV - Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this

Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services

specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised

Signature:

Date:

ANNEX V - Price Schedule Form

GENERAL INSTRUCTIONS

Request for Proposal Ref:

- 1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
- 2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.
- 3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
- 4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule

Total Financial Proposal [currency/amount]:							
Date of Submission:							
Auth	orized Signature:						
	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man- days	Total [currency/amount]		
1.	Remuneration						
1.1	Desk review and inception Report						
1.2	Data collection and Draft report						
1.3	Final report						
Description of Activity/Item		No of Consultants	Rate per Day [currency/ amount]	No of man- days	Total [currency/amount]		
2.	Other Expenses						
2.1	Travel						
2.2	Per Diem Allowances						
2.3	Communications						
2.4	Reproduction and Reports						
2.5	Equipment and other items						
2.6	Others (please specify)						
_							

Internal Note 9 (please delete from the final RFP):

This is an <u>example</u> of the price schedule form that may be used. It is recommended that the price schedule is detailed including as a minimum the consultancy rate per day, number of workdays and travel estimates <u>per main activity</u> in order to assist the Contracting Unit to determine, which items may be negotiated, if applicable, or which items can be modified as per the budget.

ANNEX VI – Vendor Information Form

General Information

Company Name:				
City, Country				
Web Site URL:				
Contact Person:				
Title:				
Phone:				
Email Address:				
Expertise of the Bidder		1		
Line of Business, area of expe	rtise:			
Type of business (manufacture etc):	rer, distributor,			
Years of company experience:				
Main export countries/area:				
Past Contracts with other UN of	organizations:			
References: Please provide a similar services to the one requ	uested under thi	is cons	sultancy:	
Organization Name/Country:	Contact perso	on:	Telephone:	Email:
1.				
2.				
3.				
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