



United Nations
Educational, Scientific and
Cultural Organization

REQUEST FOR PROPOSAL – RFP – updated/amended-3

Piloting the Policy-Linking Toolkit

Ref: RFP-UIS-PPLT

(Please quote this UNESCO reference in all correspondence)

Date: March 2020

Dear Sir/Madam,

You are invited to submit an offer for Piloting the Policy-Linking Toolkit in accordance with the present solicitation document.

The RFP is intended to engage a service provider having a team of specialists experienced in large scale learning assessments to pilot the draft Policy Linking Toolkit and Global Proficiency Framework developed by USAID and UNESCO. The terms of reference and expected technical qualifications are further detailed in the Terms of Reference.

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 III	Terms of Reference (TOR)
Annex IV	Proposal Submission Form
Annex V	Price Schedule Form
Annex VI	Vendor Information Form

Due to current measures established in the UN system and circumstances globally the UIS is unable to accept physical mail. Exceptionally we are requesting that submissions be sent in two parts electronically as follows:

Your offer comprising the technical proposal and financial proposal, in two separate EMAILS, should reach the following address: UIS.BIDS@UNESCO.ORG **no later than 07 April 2020, 17:00 (Montreal Time).**

1- In the subject line the technical part of your submission should be identified as:

RFP-UIS-PPLT Piloting the Policy Linking Toolkit-Technical Proposal

2- In the subject line the financial part of your submission should be identified as:

RFP-UIS-PPLT Piloting the Policy Linking Toolkit-Financial Proposal

Note: If the technical and financial proposals are not sent in separate emails the submissions will be disqualified.

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 the UNESCO Institute for Statistics.

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 Adolfo Imhof at uis.procurement@unesco.org.

For and on behalf of the UNESCO Institute for Statistics

Silvia Montoya, Director

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 Institute for Statistics hereinafter referred to as UIS.

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 UIS 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

UIS requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UIS 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 UIS’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UIS 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.

UIS expects that all suppliers who wish to do business with UIS will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UIS 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 UIS personnel.

UIS 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 UIS 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 UIS contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UIS 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 UIS 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 UIS in writing at the organisation's mailing address or fax or email number indicated in the RFP. UIS 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, UIS 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, UIS 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 UIS 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 UIS 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;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11;

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 UIS.

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 CV's of proposed staff is 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 UIS, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UIS on the grounds that it is non-responsive.

14. Format and signing of proposals

If the technical and financial proposals are not sent in separate emails the submissions will be disqualified.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UIS 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. Sealing and marking of proposals

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Note: If the technical and financial proposals are not sent in separate emails the submissions will be disqualified.

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.

UIS 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 UIS 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 UIS 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

UIS 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, UIS 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

UIS 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, UIS 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 UIS.

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 TECHNICAL 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

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach	100			
3.	Personnel	300			
Sub-total for Technical Evaluation		600			

Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	400			
Sub-total for Financial Evaluation		400			

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. 400), for other prices the points are assigned based on the following formula: [Amount of points = $\frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}$]

An example:

- Offeror A – lowest price ranked as 1st in the amount of USD 10,000 = a
 - Offeror B – second lowest price ranked as 2nd in the amount of USD 20,000 = b
- Points assigned to A = 400 & Points assigned to B = 200 (following formula: $a/b \times 400$ i.e. $10,000/20,000 \times 400 = 200$ points)

Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution			
			A	B	C	D
	Sub-total Technical Proposal	600				
	Sub-total Financial Proposal	400				
Total 1000						

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UIS 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, UIS 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

UIS 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.

UIS 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 UNESCO.

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 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. 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 coverage. 8.4 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

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.

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 subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). 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 this Contract.

ANNEX III – Terms of Reference (TOR)

1. Background

The Sustainable Development Goals (SDGs), agreed upon within a resolution adopted in the General Assembly on 25 September 2015, includes as Goal 4.1 the following:

4.1 By 2030, ensure that all girls and boys complete free, equitable and quality primary and secondary education leading to relevant and effective learning outcomes

In 2017, the following indicators were agreed for the above goal:

4.1.1 Proportion of children and young people: (a) in grades 2/3; (b) at the end of primary; and (c) at the end of lower secondary achieving at least a minimum proficiency level in (i) reading and (ii) mathematics, by sex

Indicator 4.1.1, which is in effect a set of twelve related indicators, is striking because compared to the earlier Millennium Development Goals (MDGs) governing the global development agenda between 2000 and 2015, this SDG indicator enhances enormously the focus on learning, as opposed to mere attendance. This reflects the fact that today, to a far greater degree than in around 2000, the economic and development literature puts human skills at the center of human progress and survival, and as a means for reducing social inequality.

The word ‘all’ in the goal implies a target for the indicator of 100% by 2030. The SDG targets in general and in particular those of SDG 4.1.1, are set politically, and have not really been informed by scientific projections of what is possible. Aspirational targets are a reality in global and national politics, yet there should be some projections to inform, at the very least, reporting and conclusions around whether the systems are truly succeeding or failing.

2. Key tasks

Under the overall authority of the Director of the UNESCO Institute for Statistics), and in close collaboration with UIS Associate Programme Specialist, the Contractor shall perform the tasks below:

a. Facilitate policy linking workshops:

Contractor will pilot the draft Policy Linking Toolkit and Global Proficiency Framework (e.g., the performance-level descriptors or PLDs) developed by USAID and UNESCO in five countries - **Jordan, Sudan, India, South Africa, and Cambodia** - by facilitating, in each country, one or two four-day workshops (one four-day workshop for each education level –grade 2/3 and end of primary-) to apply policy linking and develop country benchmarks in reading and math for reporting against SDG 4.1.1 (a) and (b). The final decision on the number of workshops in each country (one or two workshops) will be taken by the UIS according to the relevance of conducting policy linking based on the analysis of the alignment of the items of the national evaluation booklets collected by the contractor from the Government. Contractor will develop appropriate materials for the workshops, as indicated in the Policy Linking Toolkit developed by USAID; coordinate with UNESCO and USAID on plans for the workshops; facilitate the workshop in close coordination with the host-country government; and report back to UNESCO and USAID suggested refinements to the Policy Linking Toolkit and the Global Proficiency Framework. In each workshop, subject matter experts will determine, through the application of one of the established standard setting methodologies (e.g., modified Angoff) proposed in the Policy Linking Toolkit, cut scores on the local national assessment (or regional assessment) that align with the Global Proficiency Framework developed by USAID, UNESCO, and their partners.

To ensure appropriate expertise is present, Contractor shall field a team of four people; a lead facilitator, a reading facilitator, a math facilitator, and a data analyst. It could be a team of three people, with the lead facilitator also doing the data analysis (if the lead facilitator possesses data background). The Contractor shall work closely with the government to select panelists who are teachers, inspectors, curriculum experts, and language experts. Workshop participants should target 30 subject matter experts (SMEs) for reading and 30 SMEs for mathematics. Approximately 70 percent of the SMEs for this activity must be teachers with experience teaching reading/mathematics in Grade 2 or 3 (depending on the grade level of the country's national assessment) or at the end of primary (Grade 4, 5, or 6 to align with the grade level of the country's national assessment). The remaining 30 percent of SMEs must include inspectors, curriculum experts, inclusive education specialists, and language experts from the Ministry of Education. For example, a group of 15 panelists for a Grade 2 reading standard setting workshop could include 11 Grade 2 teachers, 1 inspector, 1 curriculum expert, 1 inclusive education specialist, and 1 language expert from the Ministry of Education. Contractor shall specify to the country that each panelist also has the following expertise:

- Understanding of the examinee population, including differences in subnational regions and individuals from different contexts (e.g., individuals affected by crisis and conflict and individuals from different language backgrounds)
- Ability to estimate item difficulty
- Knowledge of the instructional environment
- Appreciation of the consequences of standards

The country should ensure that the criteria are respected.

In addition to the characteristics above, the Contractor shall indicate to the country that the panel selection includes panelists who are representative of the population in the following ways:

- Gender representation: The standard setting panel should target half male participants and half female participants.
- Geographical representation: The panel should target equal representation of all the regions, provinces, or governorates.
- Ethnic or linguistic representation (if applicable): The ministry or project should set a minimum goal of ethnicity to reflect the current distribution of students. Even if benchmarks are only being set for one language, facilitators should ensure representation of participants who understand differences between learners learning in a second or third language and those learning in their first language.
- Other experience: Panelists' other experience or credentials may be considered, but only after fulfilling the three above factors.

The country should ensure that the criteria are respected.

A total of 60 SMEs will be needed: 30 to set reading cut scores (15 Grade 2/3 and 15 end of primary) and 30 for mathematics (15 Grade 2/3 and 15 end of primary).

Contractor shall collaborate with the Government in country to identify and invite these SMEs to the workshop.

Contractor shall also identify which assessment instruments the Government would like to use to connect reading and math outcomes to SDG 4.1. They must work to get a copy of that assessment (including test booklets and scoring guides), the results and datasets of the most recent application of the assessment to inform the design of materials for the workshop.

Contractor must carefully follow the Draft Policy Linking Toolkit when developing the materials to ensure alignment. Contractor must provide pre-workshop homework for participants (such as guidance on administering assessments in their classroom ahead of the workshop), as described in the Policy Linking Toolkit. Note that travel and per diem for the workshop facilitators shall be calculated and paid as a lump sum in accordance with UNESCO travel rules. Travel is based on economy class using the most economic and direct route. Per diem is in accordance with the International Civil Service Commission (ICSC) published rates for daily subsistence allowance.

Contractor will be responsible for facilitating the Policy Linking Workshop, including training participants on the methodology, their task, the purpose and use of the benchmarks, the scoring phases, and the validation process.

b. Report with recommended benchmarks:

Contractor will also be responsible for recommending benchmarks to the Government based on the outcomes of the workshop and filling out validation paperwork; the reports must be validated with countries.

c. Report with feedback on methodology:

Contractor shall report back on the strengths, weaknesses, challenges, and opportunities of the policy linking methodology, the toolkit itself, and the Global Proficiency Framework (PLDs). This evaluation methodology must be closely coordinated with UNESCO and USAID to ensure similar evaluation procedures between pilots funded by UNESCO and those funded by USAID.

3. Expected duration of the contract and period of service

3 August to 15 December 2020.

4. Expected deliverables and timeline

- a. Policy linking workshops and draft reports with recommended benchmarks: draft reports should be submitted to the UIS within 7 days after the administration of the workshops in each of the countries. The five draft reports should be submitted by 23 November 2020.
- i.
- b. Draft report with feedback on methodology should be submitted by 30 November 2020.

After the feedback provided by the UIS on the draft reports, the consultant shall submit the following final reports by 9 December 2020:

- c. Final Reports with recommended benchmarks
- d. Final Report with feedback on methodology

An ideal sequence of activities and deliverables is provided in the table below.

Activity	Deliverable
Start of contract	
Obtain assessment tools and data sets from Country 1	
Prepare for policy linking workshop in Country 1	
Travel to Country 1 and set up workshop	
Hold 1st policy linking workshop in Country 1 (4 days)	
Hold 2nd policy linking workshop in Country 1 (4 days)	Workshops
Travel back from Country 1	
Obtain assessment tools and data sets from Country 2	
Prepare draft report with benchmarks for Country 1	Draft report
Prepare for policy linking workshop in Country 2	

Travel to Country 2 and set up workshop	
Hold 1st policy linking workshop in Country 2 (4 days)	
Hold 2nd policy linking workshop in Country 2 (4 days)	Workshops
Travel back from Country 2	
Obtain assessment tools and data sets from Country 3	
Prepare draft report with benchmarks for Country 2	Draft report
Prepare for policy linking workshop in Country 3	
Travel to Country 3 and set up workshop	
Hold 1st policy linking workshop in Country 3 (4 days)	
Hold 2nd policy linking workshop in Country 3 (4 days)	Workshops
Travel back from Country 3	
Obtain assessment tools and data sets from Country 4	
Prepare draft report with benchmarks for Country 3	Draft report
Prepare for policy linking workshop in Country 4	
Travel to Country 4 and set up workshop	
Hold 1st policy linking workshop in Country 4 (4 days)	
Hold 2nd policy linking workshop in Country 4 (4 days)	Workshops
Travel back from Country 4	
Obtain assessment tools and data sets from Country 5	
Prepare draft report with benchmarks for Country 4	Draft report
Prepare for policy linking workshop in Country 5	
Travel to Country 5 and set up workshop	
Hold 1st policy linking workshop in Country 5 (4 days)	
Hold 2nd policy linking workshop in Country 5 (4 days)	Workshops
Travel back from Country 5	
Prepare draft report with benchmarks for Country 5	Draft report
Draft report with feedback on methodology	Draft report methodology
Discuss and finalize draft reports	Final reports
End of contract	

5. Eligibility/qualification/experience requirements

Proposals will be disqualified if any mandatory criteria are not met.

Evidence and references must be clearly displayed in the proposal submission and the individual CVs.

Expertise of Firm / Institution

- Mandatory: minimum 5 years of experience in development, administration, or data analysis, of large-scale learning assessments
- Mandatory: demonstrated experience and knowledge in developing or classification of learning assessments items for one or more large-scale learning assessments
- An asset: one or more references for having successfully developed, administered or data analysed large-scale learning assessments, from a development partner

- An asset: example of past work with a government, preferably from one of the countries in the RFP (Jordan, Sudan, India, South Africa, Cambodia)

Requirements for the Team of Facilitators

Team of four people – a lead facilitator, a reading facilitator, a math facilitator, and a data analyst- It could be a team of three people, with the lead facilitator also doing the data analysis (if the lead facilitator possesses data background)

Experience and qualifications of the team:

- Lead facilitator:
 - Mandatory: Advance university degree in a Psychometrics, Statistics, or related fields, Excellent oral communication and report writing skills in English
 - Mandatory: minimum 10 years of programme or project management on a global/international basis with relevance to learning assessments,
 -
 - Mandatory : a minimum of one reference on program implementation in developing countries
 - An asset: minimum of one reference in supporting the design, administration or data analysis of large-scale assessments at the international level
 - An asset: one or more work experiences with the UN
- Data analyst:
 - Mandatory: University degree in Psychometrics, Statistics, or related fields, Excellent oral communication and report writing skills in English
 - Mandatory: minimum 10 years of experience in learning assessment data analysis,
 -
 - Mandatory: a minimum of one reference on work in developing countries
 - An asset: a minimum of one reference for supporting design, administration or data analysis of large-scale assessments
 - An asset: one or more work experiences with the UN
- Reading facilitator:
 - Mandatory: University degree in Psychometrics, Statistics, or related field, Excellent oral communication and report writing skills in English
 - Mandatory: min 8 years of experience in curriculum, assessment framework or content development with focus in reading,
 - Mandatory: a minimum of one reference on work in developing countries
 - An asset: a minimum of one reference for supporting design, administration or data analysis of large-scale assessments
 - An asset: one or more work experiences with the UN

- Mathematics facilitator:
 - Mandatory: University degree in Psychometrics, Statistics, or related field, Excellent oral communication and report writing skills in English
 - Mandatory: min 8 years of experience in curriculum, assessment framework or content development with focus in mathematics
 - Mandatory: a minimum of one reference on work in developing countries
 - An asset: a minimum of one reference for supporting design, administration or data analysis of large-scale assessments
 - An asset: one or more work experiences with the UN

6. The Proposal shall contain the mandatory documentation identified below:

- I. A realistic work plan with specific treatment of the key tasks and deliverables along with a clear repartition of tasks amongst team members.
- II. Project management and quality control:
 - a. The proposal should describe the organization's approach used to provide the services, including their approach to quality assurance.
 - b. Describe the potential risks that may impact quality or timely completion of expected results. Describe measures that will be put in place to mitigate these risks.
- III. Company profile and qualifications of the personnel:
 - a. Provide a brief description of the organization submitting the proposal, including types of activities undertaken.
 - b. Describe the availability of resources in terms of personnel and their qualifications required for this assignment. Describe the structure of the proposed team/personnel, and the work tasks that would be assigned to each.
 - c. Provide curricula vitae of the personnel who will be involved in the assignment. Highlight relevant academic qualifications, work experience, and specialized knowledge areas.
 - d. Special attention should be given to providing a clear picture of roles, responsibilities and accountability.
 - e. Outline experience in providing the required services. Include references as mentioned in the requirements above, with a description of the services provided and their outcome.
 - f. Ensure that supporting evidence of mandatory and desirable qualifications and experience is clearly outlined in the CV (personnel) and proposal (company).

IV. The financial proposal should contain:

A. Quotation for:

- i. Facilitating one four-day workshop per country if the policy linking is to be applied to just one education level (early grades or end of primary);
- ii. Draft report on recommended benchmarks;
- iii. Draft report with feedback on methodology;
- iv. Final report with recommended benchmarks;
- v. Final report with feedback on methodology.

And

B. Quotation for:

- i. Facilitating two four-day workshops per country if the policy linking is to be applied to both educational levels;
- ii. Draft report on recommended benchmarks;
- iii. Draft report with feedback on methodology;
- iv. Final report with recommended benchmarks;
- v. Final report with feedback on methodology.

Assurance mechanism:

UNESCO shall have the right, at its own expense, to have the Contractor's books and records pertaining to the project bank account and project execution reviewed (and, if desired, copied) upon prior written notice at any reasonable time agreeable to the Contractor by the UNESCO's, internal/external auditor, auditors as UNESCO may appoint or the Contractor's own auditor.

UNESCO may conduct, or arrange for, a periodic evaluation of the contractor's implementation of the project. To this end, the contractor will upon UNESCO's request, enable representatives or designees of UNESCO to visit the project site(s) and facilities, inspect property and review books and records related to the project.

ANNEX IV – Proposal Submission Form

TO: The UNESCO Institute for Statistics

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

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 in United States Dollars (USD) and exclusive of all taxes. 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.

PART A – Cost breakdown by category of staff:

Price Schedule							
Request for Proposal Ref:							
Total Financial Proposal [currency/amount]:							
Date of Submission:							
Authorized Signature:							
Category of Staff	No of Consultants	Rate per Day	No of man-days	Total USD 6.IV.A	Total USD 6.IV.B	Total USD	
1.	Remuneration						
1.1	Lead Facilitator						
1.2	Data Analyst						
1.3	Reading Facilitator						
1.4	Mathematics Facilitator						
Description of Activity/Item							
2.	Other Expenses						
2.1	Travel ¹						
2.2	Per Diem Allowances ¹						
2.3	Communications						
2.4	Reproduction and Reports						
2.5	Equipment and other items						
2.6	Others (please specify)						

¹ Final travel and per diem will be calculated in accordance with UNESCO travel rules.

PART B - Cost breakdown by activity / deliverables (total of Part B must match total of Part A)

#	Deliverables	Offerors' experts involved (lead facilitator, data analyst, reading facilitator, math facilitator)	Estimated Duration in days	Rate per day	Total Price in USD
6.IV.A.i	Facilitating one four-day workshop per country if the policy linking is to be applied to just one education level (early grades or end of primary)				
6.IV.A.ii	Draft report on recommended benchmarks				
6.IV.A.iii	Draft report with feedback on methodology				
6.IV.A.iv	Final report with recommended benchmarks				
6.IV.A.v	Final report with feedback on methodology				
Total					
6.IV.B.i	Facilitating two four-day workshops per country if the policy linking is to be applied to both educational levels.				
6.IV.B.ii	Draft report on recommended benchmarks				
6.IV.B.iii	Draft report with feedback on methodology				
6.IV.B.iv	Final report with recommended benchmarks				
6.IV.B.v	Final report with feedback on methodology				
Total					

ANNEX VI – Vendor Information Form

General Information

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organizations:	

References: Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			