



United Nations  
Educational, Scientific and  
Cultural Organization

## REQUEST FOR PROPOSAL – RFP Services

**Ref: RFP-2021-UNESCO-DAK-ED SANTE-001\_RE-ADVERTISEMENT**  
(Please quote this UNESCO reference in all correspondence)

**Date: 22/06/2021**

Dear Sir/Madam,

You are invited to submit an offer for “**Assessing and Mapping Needs, Demands and Opportunities of Distance Learning (DL) Solutions in the West and Central Africa Countries**” 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 III [Terms of Reference \(TOR\)](#)
- Annex IV [Proposal Submission Form](#)
- Annex V [Price Schedule Form](#)
- Annex VI [Vendor Information Form](#)

Your Electronic offer comprising of technical proposal and financial proposal, in separate email, should be exclusively sent to our secure email address [dak.procurement@unesco.org](mailto:dak.procurement@unesco.org) **no later than 28<sup>th</sup> July 2021 at Midnight Dakar Time.**

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: Thioro Sarr, Procurement Officer – [t.sarr@unesco.org](mailto:t.sarr@unesco.org)

## **ANNEX I – Instructions to Offerors**

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*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 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 [United Nations Supplier Code of Conduct](#)

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 email address 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 **French or 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**; the capacity and experience of the organization and the team assigned to the project, and all required documentation to demonstrate that the organization meets all requirements stipulated in this Request for Proposal
- c) Price schedule, completed in accordance with clauses 10 & 11 – (Annex V); This price schedule should indicate the overall cost of the assignment, appropriately itemized, should be submitted separately from the 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. It should be submitted on a separate email.**
- d) Vendor Information Form: Annex VI

### 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 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 Financial offer sent in separate email must contain an overall quotation in a single currency. All prices shall be quoted in **US dollars or any other convertible currency**.

### 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 Proposals 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

The Offeror shall send Technical Offer and Financial offer in two (02) separate email with the identification below:

(a) **Technical Offer submission:** Technical Proposal +RFP Reference + Bidders name

(b) **Financial offer submission:** Financial Proposal +RFP Reference + Bidders name

The bid shall not exceed (10 MB) per submission and will be sent exclusively to the e-mail address [dak.procurement@unesco.org](mailto:dak.procurement@unesco.org) indicated on the cover page of the RFP; and refer to the subject matter of the RFP indicated and the name of the Bidder.

It should be noted that if bids are not identifiable in accordance with the instructions specified in this clause, UNESCO shall not be responsible for the misplacement or premature opening of bids contained therein.

#### **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).

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	400			
3.	Personnel	100			
Sub-total for Technical Evaluation		700			

**Financial Proposal Evaluation Form**

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
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 =  $\frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}$ ]

An example:

- Offeror A – lowest price ranked as 1<sup>st</sup> in the amount of USD 10,000 = a
- Offeror B – second lowest price ranked as 2<sup>nd</sup> in the amount of USD 15,000 = b  
Points assigned to A = 300 & Points assigned to B = 200 (following formula:  $a/b \times 300$  i.e.  $10,000/15,000 \times 300 = 200$  points)

**Option 2: 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	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 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 associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear 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 ABUSE**

**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 Contract, shall not engage in any sexual exploitation and abuse. 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.

## ANNEX III – Terms of Reference (TOR)

### Terms of Reference

#### ASSESSING AND MAPPING NEEDS, DEMANDS AND OPPORTUNITIES OF DISTANCE LEARNING (DL) SOLUTIONS IN THE WCA COUNTRIES

**Program:** The O3 Programme – French & English

**Type:** Consultancy

**Start date:** July 2021

**Finish date:** September 2021

**Duration:** Approximately 30 working days within the consultancy period.

### 1. Background

The United Nations Educational, Scientific and Cultural Organization (UNESCO) is a United Nations specialized agency that seeks to build peace through international cooperation in Education, the Sciences and Culture. Capacity development is one of the areas in which UNESCO programmes intervene. Among the sub-areas of focus in the area of capacity development are health education, teacher training and enhancing teacher training institutions. The “Our Rights, Our Lives, Our Future (O3)” programme, jointly implemented by UNESCO Headquarters, UNESCO Regional Offices for Western and Central Africa (WCA), UNESCO Regional Offices for Eastern and Southern Africa and UNESCO International Institute for Capacity Building in Africa, is one of the main UNESCO project that develops regional, national and institutional capacity in sexuality education through teacher training and enhancing teacher training institutions. The project brings together ministries of education and health to support sexuality education (SE)<sup>1</sup> and hence, contributes to the achievement of SDG 3 (ensure healthy lives and promote well-being for all at all ages) and SDG 5 (achieve gender equality and empower all women and girls).

In WCA, the achievement of the AU 2063 Agenda requires a significant reduction in early and unintended pregnancies (EUP), gender-based violence (GBV), including in school settings, and HIV. Sexual and reproductive health and rights are not an accessory contribution but an essential condition for adolescents and young people to be educated, healthy, empowered and productive for the sustainable development of the countries of the region. Aware of the challenges, several countries are strengthening their education programmes for health and wellbeing. This work involves, in particular, interventions at the level of curricula and teacher training.

During a recent review, representatives of ministries of health and education from 22 WCA countries considered it necessary to address both pre and in-service teacher training to improve the health and well-being of learners. This observation, which confirms analyses conducted in 23 sub-Saharan African countries, does not, however, provide a basis for deciding on the most appropriate methods for cost-effective, mass training of both pre and in-service teachers who can deliver courses in an effective way, i.e. through active, learner-centred teaching approaches. It is in this perspective that the O3 programme will be

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<sup>1</sup> The concept of SE called CSE (comprehensive sexuality education) by the United Nations system or civil society has been adapted and made culturally appropriate in WCA countries to minimise misunderstanding. Working with a range of stakeholders, including parents and community leaders, the Ministries of Education in each country choose the most appropriate name.

developing teachers and teacher educators' capacity in integrating learning technologies in SE through distance and blended learning modalities.

In response to COVID-19 and the subsequent school closure, some countries adopted the distance learning (DL) modality using existing technologies including radio and TV while others have reopened schools by splitting classes into alternating groups. Limitations were observed with each of these approaches. The key challenge in the DL via radio and TV approach adopted in many African countries related to monitoring learners' learning and assessing their learning progress. As for the alternating face-to-face approach that was intended to reduce the class size and enable social distancing, the limitation was on learner support and their learning during periods they were not at school. Blended learning that combines distance learning and face-to-face learning sessions as well as diverse combinations of educational technologies and media may help compensate the limitations of these approaches. What learners have learned in the DL modality when they are at home may be assessed and clarified in face-to-face learning sessions.

These terms of reference aim at guiding a study that intends to assess and map needs, demands and opportunities of DL for development of appropriate solutions in the WCA countries, taking into account cost-efficiency and capacity to reach the highest number possible of teachers. The study aims to identify approaches adopted in WCA countries to train teachers on topics responding to HIV, EUP and school-related gender-based violence (SRGBV). The different approaches will be reviewed in order to identify solutions to scale up capacity building for teachers in health education through DL, with an agenda to ensuring effective and quality teaching. This review should generate recommendations to improve and accelerate ICT-based teacher training and ensure its success at country level through sharing promising practices and innovative ideas.

## **2.Objective and expected results**

The expected results of the study include:

- A. An inventory of existing DL solutions used, or being developed, to train pre or in-service teachers in seven WCA countries, including regional initiatives and solutions;
- B. A map of country needs, demands and opportunities for the development of distance learning solutions shared by selected countries (Benin, Burkina Faso, Cameroon, Côte d'Ivoire, Mali, Niger and Senegal);
- C. A proposal of solutions to train pre and in-service teachers in SE and responses to SRGBV and EUP through participatory, student centred approaches that aligns with needs, demands, opportunities and technological media and devices that are available in WCA (USB ports and sticks, radio, TV, the Internet, microservers, etc.);
- D. A proposal to complement distance learning with interactive modalities in teacher training and post-teacher training monitoring and support.

UNESCO is seeking a consulting firm to conduct a study on needs, demand and opportunities of DL for development of appropriate solutions in the WCA countries. The consulting firm will work under the guidance and supervision of Xavier Hospital and Bernard Nkuyubwatsi.

## **3.Duties and responsibilities of the consulting organisation**

The consulting firm is responsible for:

- Producing and submitting an inception report detailing the theoretical basis for the need assessment, the issues to address, the method and data collection instruments.
- Organising a webinar to present the inception report and ensure its validation by key stakeholders.

- Editing the inception report in the light of constructive feedback and comments received from stakeholders and UNESCO team.
- Collecting and analysing data on existing distance learning solutions used, or being developed, to train teachers in seven WCA countries.
- Collecting and analysing data on country needs, demands and opportunities for the development of distance learning solutions shared by the seven countries (Benin, Burkina Faso, Cameroon, Côte d'Ivoire, Mali, Niger and Senegal).
- Analysing data collected on DL solutions for SE to train teachers to response to SRGBV, response to EUP in selected countries.
- Developing, after discussion with key stakeholders at national and regional level, solutions to train teachers in SE and responses to SRGBV and EUP through participatory, student centred approaches that aligns with needs, demands, opportunities and technological media and devices that are available in the region (e.g. USB ports and sticks, radio, TV, the Internet, microservers, application such as WhatsApp, Messenger).
- Developing a proposal of interactive modalities that should complement distance learning in both pre and in-service teacher training and post-teacher training monitoring and support applicable in WCA context.
- Facilitating an online validation workshop to validate the study findings.
- Submitting a final report revised in the light of constructive feedback received in the online validation workshop.

#### **4. Required qualifications, expertise and experience**

The lead consultant or principal investigator profile should include

- Advanced university degree (PhD preferred) in any one or combined streams of education and teacher training, educational technology, distance learning, e-learning, or a related field
- Good and proven experience in teaching and learning through participatory, student centred teaching and learning approaches
- Minimum of ten years of proven experience including samples of related previous work done in scalable distance learning and related technology research and development, preferably in the African context
- Excellent writing and interpersonal and communication skills

The consultancy team expertise and experience should include:

- Advanced university degree in education, teacher education or teacher training, public health, technology-enhanced learning, distance learning, e-learning, computer science, computer engineering, or a related field
- Minimum experience of 5 years in designing and delivery online, distance, blended or e-learning programmes and courses
- Good and proven experience in teaching and learning in SE, responses to SRGBV or responses to EUP through participatory, student centred teaching and learning approaches
- Proficiency in both English and French



- Experience in learner support and facilitation in blended, distance or e-learning environments
- Experience in learning management system (LMS) administration
- Understanding of the use of mobile applications, web 2.0 applications and social networking applications in learning, teaching and education development
- Excellent Interpersonal and communication skills
- Hands-on experience in managing, or maintaining, educational applications and media in particular learning management systems, student information systems and mobile learning application, learning radio or TV,
- Experience in testing software applications and media in educational context
- Track record of publications in international peer-reviewed journals in the areas of education, teacher education and teacher training, public health, computer science, computer engineering and preferably in technology-enhanced learning, distance learning, e-learning or a related field.

The consulting firm may suggest experts with diverse background to meet the above requirements.

## **5.The consultancy period**

The consultancy will be conducted between July and September 2021.

## **6.Deliverables**

A report that has the following components:

- A. An inception report detailing the theoretical basis for the need assessment, the list of countries to be covered by the study, the issues to address, the method to be followed and data collection instruments
- B. A revised inception report based on feedback received from the key stakeholders and UNESCO team on the inception report, method and data collection tools
- C. An inventory of distance learning solutions for teacher training in seven WCA countries
- D. A map of country needs, demands and opportunities for the development of scalable distance learning solutions shared by Sahel countries (Benin, Burkina Faso, Cameroon, Côte d'Ivoire, Mali, Niger and Senegal)
- E. Solutions to train teachers in SE and responses to SRGBV and EUP through participatory, student centred approaches that aligns with needs, demands, opportunities and technological media and devices that are available in the region (e.g. USB ports and sticks, radio, TV, the Internet, microservers, application such as WhatsApp, Messenger)
- F. Proposals to complement scalable distance learning with interactive modalities in teacher training and post-teacher training monitoring and support
- G. A record of constructive feedback received in the online validation workshops
- H. Final versions of the assessment report
- I. A final report revised in the light of constructive feedback received in the online validation workshop.

All deliverables shall be submitted in French .

**7.Payment schedule:**

- 20%of the consultancy fee upon satisfactory evaluation of the inception report
- 30% of the consultancy fee upon satisfactory evaluation of the draft report
- 50% of the consultancy fee upon satisfactory evaluation of the final report.

**8.Content of the Proposal:**

The application should include:

- Concept Brief (including the consultancy firm's profile and experience in conducting similar assignments, work plan that indicates method, timeline, data collection tools, data analysis tools if applicable, deliverables, a proposal of how the candidate will scope and execute the consultancy
- Samples of related previous work done in the same area (References contacts to be provided in Annex VI – Vendor information form)
- CVs of all consultancy team members (maximum three pages per CV)
- Budget proposal for the cost associated with the above assignment.

Only consulting firms meeting the academic and experience requirements should apply.



## **ANNEX V – Price Schedule Form**

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**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

1. The Bidder is asked to prepare the Price Schedule as a separate email 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				
Request for Proposal Ref:				
Total Financial Proposal [currency/amount]:				
Date of Submission:				
Authorized Signature:				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1. <b>Remuneration</b>				
1.1 Services at Home Office (if applicable)				
1.2 Services on site (if applicable)				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2. <b>Other Expenses</b>				
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)				

- *The cost breakdown should reflect all cost related to the studies per country.*

## ANNEX VI – Vendor Information Form

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### 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.			