

**REQUEST FOR PROPOSAL – RFP  
Services****Ref: CI/DPT/DIT/23/31**

(Please quote this UNESCO reference in all correspondence)

Date 07.04.2022

Dear Sir/Madam,

You are invited to submit an offer for Conducting National Assessments of UNESCO's Internet Universality Indicators in Fiji, Solomon Islands, Tonga, Vanuatu, and Tuvalu<sup>1</sup> 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](#)  
ANNEX VII [Joint Venture Information Form](#)

Your **electronic offer** comprising of **(1) a technical proposal** and **(2) a financial proposal**, should be sent through two separate emails **no later than 06/05/2023, 16:30 PM (CEST), ONLY to the following dedicated email address:**

UNESCO Communication & Information Sector

[projectrecruitmentci@unesco.org](mailto:projectrecruitmentci@unesco.org)

Ref: [CI/DPT/DIT/23/31]

**Without any copy to any other email addresses. Offers submitted in any other e-mail accounts will be disqualified.**

Kindly note that no email should exceed **10 MB**, or it will not be delivered.

- The **Technical proposal should be sent in a separate email with the mention** "TECHNICAL PROPOSAL - RFP/CI/DPT/DIT/23/31 - name of bidder" in the subject.
- The **Financial proposal should be sent in a separate email with the mention** "FINANCIAL PROPOSAL - RFP/DPT/DIT/23/31 – name of bidder" in the subject.

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 [f.calviac@unesco.org](mailto:f.calviac@unesco.org)

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<sup>1</sup> Assessment in Tuvalu is subject to confirmation. Should confirmation not be obtained, the budget proposed for the assessment in Tuvalu should be cut down.



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 Florence Calviac at [f.calviac@unesco.org](mailto:f.calviac@unesco.org).

For and on behalf of UNESCO

A handwritten signature in blue ink, appearing to read "Wachholz", written in a cursive style.

CI/DPT/DIT  
Chief of Section  
Cédric Wachholz

## ANNEX I – Instructions to Offerors

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

### A. INTRODUCTION

#### 1. General

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

#### 2. Eligible bidders

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

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

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

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

#### 3. Fraud and corruption

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

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

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



- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

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

#### **7. Amendments of Solicitation Documents**

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

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

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

## C. PREPARATION OF PROPOSALS

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

### 8. Language of the Proposal

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

### 9. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- 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 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 separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in US dollars.

#### **13. Period of validity of proposals**

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

#### **14. Format and signing of proposals**

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

#### **15. Payment**

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

### **D. SUBMISSION OF PROPOSALS**

Your offer comprising a technical proposal and a financial proposal, in separate emails to the dedicated email account [projectrecruitmentci@unesco.org](mailto:projectrecruitmentci@unesco.org) only, without any copy to any other e-mail addresses. Offers addressed to any other e-mail accounts will be disqualified.

PLEASE REFER TO INSTRUCTIONS PROVIDED IN THE COVER PAGE.

#### **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).

## OPTION 2 – 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 Forms

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	150			
2.	Proposed Work Plan and Approach	400			
3.	Personnel	150			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

#### Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
<b>Sub-total for Financial Evaluation</b>		<b>300</b>			

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 =  $\frac{\text{lowest price}}{\text{other price}} * \text{total points obtainable for financial proposal}$ ]

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:  $a/b * 300$  i.e.  $10,000/15,000 * 300 = 200$  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				
<b>Total 1000</b>					

## **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 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, 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**

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

the name of UNESCO in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on

completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract. UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy.

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

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any

cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## **15. TERMINATION**

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it

may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### **16.2 Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

## **18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, inter-alia, that UNESCO, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize 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 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 as set forth in condition 23 above.

### **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/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this 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.

## **26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE**

**Definitions.** For purposes of this 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 this 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 this 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 this 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 this Contract, to report allegations of sexual exploitation and abuse arising in relation to this Contract directly to UNESCO.

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

## **27. UNITED NATIONS SUPPLIER CODE OF CONDUCT**

The Contractor acknowledges that the UN Supplier Code of Conduct (available from [LINK](#)) provides the minimum standards expected of the UN Suppliers.

## **28. PERSONAL DATA PROTECTION AND PRIVACY**

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

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

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

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any

action as a result of or in reaction to such complaint.

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

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data

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

## ANNEX III – Terms of Reference (TOR)

### **Conducting National Assessment of UNESCO's Internet Universality Indicators in Fiji, Solomon Islands, Tonga, Vanuatu, and Tuvalu<sup>2</sup>**

UNESCO invites interested organizations and research teams to submit a detailed project proposal along with a budget breakdown in US dollars for conducting five national assessments of the Internet Universality Indicators in Fiji, Solomon Islands, Tonga, Vanuatu, and Tuvalu and a compiled sub-regional report.

#### **Background**

UNESCO has developed a framework of [Internet Universality ROAM-X Indicators \(IUIs\)](#), using a global, open, inclusive, and multi-stakeholder process over three years.

This UNESCO Internet indicators framework aims 1) to take scientific stock of the Internet situation in a given country, and then (2) to use the findings to recommend specific changes to address challenges and harness opportunities.

The IUIs framework is based on UNESCO's concept of Internet Universality, which highlights four principles that are essential for the Internet to help achieve the Sustainable Development Agenda. Known as the ROAM principles, these promote an Internet that respects human Rights, that is characterised by Openness, that is Accessible to all, and that is shaped through Multistakeholder participation.

The Indicators give measurable substance to these principles, enabling people to assess in which domains their national Internet can come closer to Internet Universality. There are five categories of indicators – four of which reflect the four ROAM principles, while the fifth is concerned with important cross-cutting issues (Category X). The cross-cutting indicators address issues of gender equality and the needs of children and young people, economic dimensions, trust and security, as well as legal and ethical aspects of the Internet. This is why many (over 40 countries are in the process or have finished the assessments) refer to the IUI also as ROAM-X.

The whole IUIs framework contains 303 indicators, but no country chose to use all. Of these, 109 are identified as the core indicators for basic-level assessments of national Internet contexts. The indicators also serve as a toolbox, whereby stakeholders can also use selected relevant indicators- according to their local interests, priorities and budgets.

#### **Objectives**

In the framework of the Joint UN project on “Advancing the SDGs by improving livelihoods, social protection, human rights and resilience of vulnerable communities via economic diversification and digital transformation”, UNESCO aims to support the creation of an enabling policy environment in the South Pacific Countries that will support the development of the music industry as well as to assess the state of Internet development by applying UNESCO's Internet Universality ROAM-X Indicators. The ROAM-X indicators framework is a unique and powerful resource that has been developed through an extensive process of research, consultation and analysis.

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<sup>2</sup> Assessment in Tuvalu is subject to confirmation. Should confirmation not be obtained, the budget proposed for the assessment in Tuvalu should be cut down.

*National assessments in the South Pacific Countries - Fiji, Solomon Islands, Tonga, Vanuatu, and Tuvalu aim to evaluate the six categories of indicators (the core 109 ones) in each country, plus those indicators, which the Multistakeholder Advisory Board (MAB) in the country deemed useful and those contributing to the outcomes of the Joint UN project. The national assessment process would lead to a national assessment reports and a compiled sub-regional report, and to the organization of related events that aim to contribute to :*

:

- *Present a comprehensive and substantive understanding of the national Internet environment and policies;*
- *Assess Internet alignment to UNESCO's ROAM-X principles and their contribution to sustainable development;*
- *Develop policy recommendations and practical initiatives that will enable the country to improve the national Internet ecosystem as advanced ICTs evolve, especially in relation to the overall focus of this project- creative industries.*

*These activities would contribute to Output 2.1 of the UN Joint Program: "Policies, legislation, regulations and strategies are supported to facilitate access to information and digital services for women and youth, keeping in view that access to online content is in compliance with the states' obligations to international standards"; and to the following activities under this output:*

1. *Conduct an assessment, including crosscutting indicators on gender equality, to identify the digital opportunities in strategic sectors based on existing and emerging priorities and challenges, and sectoral ICT plans;*
2. *Mapping of existing policies, legislation (including regulations), strategies to identify any gaps with reference to digital transformation and develop a roadmap.*

*The assessments will then serve as a ground to compile a sub-regional report as well as implement a pilot follow up of the recommendations of UNESCO's Internet Universality Indicators.*

### **Deliverables**

1. ***Establishing a national Multistakeholder Advisory Board (MAB) in each of the participating countries: Fiji, Solomon Islands, Tonga, Vanuatu and Tuvalu.*** UNESCO would request the research partner to kick off the national assessment process by identifying a list of multi-stakeholder experts and establishing a multistakeholder advisory board with good gender balance. A MAB should preferably be composed of leading women and men experts from various stakeholder groups, including governments, academia, the technical community, private sector, journalists and media organizations, civil society, individual Internet users, UN agencies and intergovernmental groups. UNESCO strongly recommends that the national IGF community and ISOC chapters be on board too. The research team takes the responsibility to conduct regular consultations with the MAB.

**Terms of Reference of MAB members<sup>3</sup>**

*MAB members are expected to suggest resources for the assessment as well as data sources to the researchers and help to open doors to these.*

*Each MAB member should be able to commit a few hours every two months to respond to relevant emails and work on the Multistakeholder Advisory Board.*

*Each MAB member should seek to attend physical and/or online consultation meetings and events whenever possible and without budgetary burden.*

*Each MAB member should take responsibility to help peer review the final report for publishing purpose. This role is not to override research findings or influence them in pursuit of vested interests, but to consider issues of scientific quality and linkage between findings and recommendations, as well as how the work can be strengthened.*

*Each MAB member should be proactive in participating in a national validation workshop at the end of the research, and in engaging with policy makers in government, business and other institutional settings to effect change in line with the recommendations arising from the findings of the assessment.*

2. **A national assessment report is delivered for each country (Fiji, Solomon Islands, Tonga, Vanuatu, and Tuvalu).** The work of implementing the Internet Universality indicators at the national level involves producing an assessment that maps the Internet in terms of each category of indicators. The research team should consist of women and men experts covering scope of ROAM-X expertise areas, with a good gender balance. The research team will produce a country assessment report that will set out the findings, analyse the data, and provide draft recommendations to stakeholders for improvement. The report will contain approximately 50-100 A4-pages double-spaced (+/- 25000 words), will be produced in English, French or Spanish depending on the country assessment (mother-tongue level), and will be written in a "policy study" style aimed at Member States and interested stakeholders.
3. **National validation and implementation workshops are organized for each country: Fiji, Solomon Islands, Tonga, Vanuatu, and Tuvalu each.**  
*At the end of the national assessment process, the national validation and workshop should be organized in each of the five countries to:*
  - *Discuss the assessment results and agree on policy recommendations, involving multi-stakeholder participants and key policy makers,*
  - *Dialogue with key policy makers and actors so as to formulate action plans to implement the recommendations in the priority areas for policy improvements.*
4. **A sub- regional report compiling and summarizing the findings of the national assessments.** Following the national assessment, the research team shall produce a regional report summarizing the national findings and assessing the regional landscape of the South Pacific. The team should follow the stylistic guidelines of the national assessments.

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<sup>3</sup> Further criteria to be provided to the contractor by UNESCO along with the quality criteria.

**Methodology**

*The IUIs framework is a unique and powerful resource which has been developed through an extensive process of research, consultation and analysis, to help governments, policy and regulation authorities and as well as other stakeholders achieve substantive and wide-ranging findings that will have real value to improve the quality of policy-making and practice.*

*Implementation of the framework will require careful planning, sufficient time and resources for effective data-gathering and analysis, and inclusive discussion of findings and recommendations. This can be divided into the main action steps – culminating in policy changes and evaluation of impact.*

*The researcher team needs to complete below action steps, in close collaboration with UNESCO. Further details are set out in the Implementation Guide.*

- *Action step 1: Establishing a Multistakeholder Advisory Board*
- *Action step 2: Building a collaborative research team*
- *Action step 3: Developing a research action plan*
- *Action step 4: Data gathering*
- *Action step 5: Data analysis*
- *Action step 6: Report-writing and recommendations*
- *Action step 7: Organizing of national validation multistakeholder workshop and conducting related advocacy activities*
- *Action step 8: Impact assessment and monitoring*
- *Action step 9: Production and launch of the national reports and the sub-regional report*
- *Action step 10: Plan to monitor follow-up - a meeting to review the implementation of the report's recommendations (scheduled one year after the report launch)*

**Time Duration**

*The overall duration of the project is 8 months. All action steps shall be delivered the latest by 24 December 2023.*

**Commitment from UNESCO**

*UNESCO stands ready to support the entire process ranging from establishing the Multistakeholder Advisory Group, to co-organizing events and monitoring the impact. Where suitable, UNESCO will publish the results of a national assessment as part of a dedicated UNESCO publication series.*

*Given that these assessments are part of the Joint UN Programme, which is supported by the RCO and involves various Participating UN agencies, including ILO, ITU, OHCHR, UNESCO, and UNODC, there will be collaboration among UN partners to ensure alignment of their respective activities in specific technical areas. To this end, UNESCO will facilitate the exchange of information and ensure the utmost commitment to the process. UNESCO Office in Apia will also support this process.*

*UNESCO will also establish a global online platform to assist the national assessment process and share national exercises in order to facilitate exchange of practices, advocacy activities and policy debates.*

*Annex 1: The structure of the National Assessment Report should contain below elements, having incorporated the publishing requirements as an edition of UNESCO Series of Internet Universality Indicators National Assessments.*

*Please note that the research team commits to produce an analytical report, above the mere collection of data and information. It needs to meet the quality criteria to be provided to the contractor by UNESCO.*

**Title: Assessing Internet Development in \_(Country's name): Using UNESCO Internet Universality ROAM-X Indicators**

**Table of contents**

**Foreword by ADG/CI (as provided by UNESCO HQ)**

**Preface by national authors**

**Acknowledgments**

**Glossary**

**Executive Summary** (to be developed in the report and also produced into a **separate communication brochure**: 8-9 pages, in EN and/or FR, summarizing major findings, challenges and key policy recommendations)

- **Page 1: Introduction** that should contain: background on UNESCO Internet Universality concept and Indicators project; a quote from ADG-CI; the author or organization's name
- **Page 2-4: Present the Major findings** in the report for each category of the ROAM-X framework.
- **Page 5-7: Gather all the Key Policy Recommendations for Actions** formulated in the report, sorted by relevant stakeholders and each distinct ROAM-X category, as a condensed version from that part of the Chapter 8 of Conclusion.
- **Page 8-9: Background** and Key Messages from UNESCO and national stakeholders.

**Chapter 1: Introduction** (should contain: background on UNESCO Internet Universality concept and Indicators project; national context of the assessment initiative; methodology with an emphasis on the composition of the MAB and the research team as well as the validation workshop; structure of the report).

**Chapter 2: Contextual indicators: Findings**

**Chapter 3: Category R – Rights: Findings of core/full indicators, and policy recommendations for various stakeholders**

*Theme A – Policy, Legal and Regulatory Framework*

*Theme B – Freedom of Expression*

*Theme C – Right of Access to Information*

*Theme D – Freedom of Association and the Right to take part in the conduct of Public Affairs*

*Theme E – The Right to Privacy*

*Theme F – Social, Economic and Cultural Rights*

**Policy recommendations** for various stakeholders (including Governments, Private Sector, Civil Society, Technical Community, Academia, Individual users, Media and journalists, etc.)

**Chapter 4: Category O – Openness: Findings of core/full indicators, and policy recommendations for various stakeholders**

*Theme A – Policy, Legal and Regulatory Framework*

*Theme B – Open Standards*

*Theme C – Open Markets*

*Theme D – Open Content*

*Theme E – Open Data and Open Government*

**Policy recommendations** for various stakeholders (including Governments, Private Sector, Civil Society, Technical Community, Academia, Individual users, Media and journalists, etc.)

*Chapter 5: Category A – Accessibility to All: Findings of core/full indicators, and policy recommendations for various stakeholders*

*Theme A – Policy, Legal and Regulatory Framework*

*Theme B – Connectivity and Usage*

*Theme C – Affordability*

*Theme D – Equitable Access*

*Theme E – Local Content and Language*

*Theme F – Capabilities / Competencies*

***Policy recommendations for various stakeholders (including Governments, Private Sector, Civil Society, Technical Community, Academia, Individual users, Media and journalists, etc.)***

***Chapter 6: Category M – Multistakeholder participation: Findings of core/full indicators, and policy recommendations for various stakeholders***

*Theme A – Policy, Legal and Regulatory Framework*

*Theme B – National Internet Governance*

*Theme C – International and Regional Internet Governance*

***Policy recommendations for various stakeholders (including Governments, Private Sector, Civil Society, Technical Community, Academia, Individual users, Media and journalists, etc.)***

***Chapter 7: Category X – Cross-cutting indicators: Findings of core/full indicators, and policy recommendations for various stakeholders***

*Theme A – Gender*

*Theme B – Children*

*Theme C – Sustainable Development*

*Theme D – Trust and Security*

*Theme E – Legal and Ethical Aspects of the Internet*

***Policy recommendations for various stakeholders (including Governments, Private Sector, Civil Society, Technical Community, Academia, Individual users, Media and journalists, etc.)***

***Chapter 8: Conclusions and Key Priority Recommendations, by stakeholder groups. (setting out major findings, challenges and key recommendations for action).***

***Action step 9: Production and launch of the national reports and the sub-regional report***

### ***Reporting***

*The contractor should regularly update UNESCO on the progress of the activities via email and phone calls. Additionally, written progress reports (narrative and financial) should be submitted to UNESCO based on the following timelines:*

*First progress report: 30 July 2023*

*Second progress report: 15 October 2023*

*Final Report 25 December 2023*

### ***Minimum content of proposals***

*Information on the organization and organizational structure and the role of each team member involved.*

*Research Plan and Methodology*

*Composition of the project team*

*Activities (including timeline and composition of MAB)*

## Risk Assessment

### **The proposals should contain the following supporting documents**

*Proof of related national assessments/research work.*

*CVs of the programme manager and key research personnel.*

*Links to any other relevant work.*

### **Eligibility/qualification/experience requirements:**

### **Expertise of Firm / Institution submitting Proposal:**

#### **Mandatory requirements**

- *Proven experience in conducting national assessments in a related field:*
  - *At least two written samples from previous work that demonstrate familiarity with the subject, considering: their relevance, substantive quality, and effective presentation of findings and recommendations. These samples should together present qualitative and quantitative research results. At least one sample should be a piece of writing conducted for an international organisation and should be shared as it was submitted to the contracting entity before finalisation (confidential information can be redacted).*
- *It is mandatory for the firm to have key research personnel based in the target countries, or be able to travel to ensure effective implementation of the assessment steps. The costs of such travels should be borne by the contracted firm/entity.*

#### **Desirable requirements**

- *Experience in working in the targeted countries (at least 1 reference to an assessment report to must be provided*
- *Past experience of work with UNESCO and/or other UN entities, or international organizations.*

### **Proposed Work Plan and Approach:**

*Full understanding demonstrated in the proposal, including elaboration on each steps designed to meet the overall criteria and approach of the IUI framework. Including solid proposal on MAB.*

*The proposal should be elaborated considering the key activities as per TOR based on offerors' own interpretation as well as strategies in achieving the expected outcomes. To this end the evaluation will consider if the proposal:*

- *Demonstrates high level of capacity to provide services as described in the TORs.*
- *Demonstrates a sound understanding of the research scope, objectives and themes;*
- *Demonstrates that the proposed team has the relevant expertise to meet the objectives;*
- *Provides a sound, innovative, feasible, and appropriate proposed research methodology for in-person and online data collection< treatment and analysis, including also a risk assessment and mitigation measures.*
- *Demonstrates a sound approach for drawing together and synthesizing key findings, themes, conclusions and recommendations from multiple data sources;*

- *Includes a clear, realistic, and appropriate workplan that specifically outlines key activities and deliverables, as well as includes a clear distribution of tasks amongst team members.*

*Additionally the assessment will pay attention to the following:*

- *Are the past assessment reports logically structured, contain evidence-based findings, conclusions, lessons and recommendations, and are free of information that is not relevant for overall analysis?*
- *The proposal demonstrates clear understanding of each Action Steps as outlined in the ToRs, including clear understanding of the role and composition of the MAB.*

**Personnel:**

- *An assessment of all the indicators (not restricted the core ones) may involve between 5 and 8 researchers at various levels of expertise and experience (for each national assessment).*

**Mandatory requirements**

- *Master's degree in a relevant field for lead researchers is required.*
- *For the Project manager, experience is required in Project management in a related field and team leadership experience supported by reference to at least 2 relevant project which would include the description of the project and the team members' role in the given projects*
- *Experience in research in a related field in the target countries required. Reference to at least 3 examples of research work should be presented.*
- *Excellent written and oral English language skills required for the project manager and lead researchers.*

**Desirable requirements**

- *Experience in working in the targeted countries.*
- *Experience in working with UNESCO and/or other UN entities.*

*Firms/institutions are required to provide evidence that support the mandatory and relevant desirable criteria are met. Failure to meet mandatory criteria will disqualify the proposal. References should be provided including description of executed projects/contract, contact details such as contact person, telephone and related email. According to the evaluation grid, proposals with additional references/proof of evidence to the minimum requirements shall receive higher scores.*

*In the case of a proposal submitted as part of a consortium of companies/entities, all parties shall be jointly and severally liable to UNESCO for the performance of the provisions of the contract and shall designate one party to act as a joint agent with the power to bind*

*the consortium. The composition of the joint venture, group of companies/entities, or association may not be modified without the prior written consent of UNESCO.*

*As part of the submission, UNESCO requires the following additional supporting documentation:*

- *Description of the organization of the joint venture/consortium/association must clearly define in the technical and financial proposals the expected role of each entity in the joint venture in delivering the requirements of the RFP.*
- *Joint Venture Form (see Annex VII), which is mandatory to complete in case of joint venture structure specifying the roles and contributions of each of the partner's.*

***Proposed Work Plan and Approach:***

*Full understanding demonstrated in the proposal, including elaboration on each steps designed to meet the overall criteria and approach of the IUI framework as outlined in [UNESCO's Internet Universality Indicators](#) and the TORs. Including solid proposal on MAB.*

***Note***

*Based on the proposals received, UNESCO reserves the right to award the contract to 1 or 2 bidders.*

**ANNEX IV – Proposal Submission Form****TO: UNESCO****To form an integral part of your technical proposal**

Dear Sir / Madam,

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

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

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

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

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name &amp; 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 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					
<b>Request for Proposal Ref:</b>					
<b>Total Financial Proposal [currency/amount]:</b>					
<b>Date of Submission:</b>					
<b>Authorized Signature:</b>					
	Description of Activity/Item	No of Consultants/ Type of Experts involved	Rate per Day [currency/ amount]	No of man- days	Total [currency/amount]
1.	<b>Remuneration</b>				
1.1	<del>Lead researchers</del>				
1.2	Building a collaborative research team				
1.3	Establishing a Multistakeholder Advisory Board				
1.4	Developing a research action plan				
1.5	Data gathering				
1.6	Data analysis				
1.7	Report-writing and recommendations				
1.8	Organizing of national validation multistakeholder workshop and conducting related advocacy activities				
1.9	Impact assessment and monitoring				
1.9	Production of the national reports and the sub-regional report				
	<b>Description of Activity/Item</b>	<b>No of Consultants</b>	<b>Rate per Day [currency/ amount]</b>	<b>No of man- days</b>	<b>Total [currency/amount]</b>
2.	<b>Other Expenses</b>				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				

2.4	Reproduction and Reports				
2.6	Others (please specify)				
	<b>Sub-total for each country</b>				

**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.			

## Annex VII – JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

[To be completed and returned with your proposal if the proposal is submitted as a Joint Venture/Consortium/Association]

JV / Consortium/ Association Information	
<b>Name</b>	
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	
Name of leading partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a contract is awarded, during contract execution)	
Proposed proportion of responsibilities between partners (in %) with indication of the type of the activities to be performed by each	

Signatures of all partners of the JV:

We hereby confirm that, if the contract is awarded, all parties of the Joint Venture/Consortium/ Association shall be jointly and severally liable to UNESCO for the fulfilment of the provisions of the Contract.

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_