Contract for Individual Consultant

Request for written proposal

Reference:

TVET COMPETENCES-BASED EDUCATION
**Request to submit a written proposal for a work assignment with UNESCO**

UNESCO is inviting written proposals from Individual Consultants for the work assignment described in attachment A.

To enable you to prepare a proposal for this assignment, please find attached the following documents:

(a) Terms of Reference (see attachment A);

(b) UNESCO’s contract for Individual Consultants, the contracting modality used for these assignments (attachment B);

(c) Draft Workplan (attachment C)

Your written should comprise:

(a) A Technical Proposal consisting of

- an up to date curriculum vitae, and

- an approach and methodology for the assignment, a workplan (according to the format of attachment C) and comments on the Terms of Reference if any (in brief).

(b) The amount to be charged for the assignment, which should be quoted in US dollars only. Please show any travel costs separately.

**Your proposal and any supporting documents must be in English.**

UNESCO places great emphasis on ensuring that the objectives of the work assignment, as described in the Terms of Reference, are met. Accordingly, in evaluating the proposals for the assignment, attention will focus first and foremost on the technical elements. From those proposals deemed suitable in terms of the criteria in the Terms of Reference, UNESCO shall select the proposal that offers the Organisation best value for money.

Your proposal should be submitted by e-mail specifying in the subject area the reference “TVET competences-based education” no later than close of business (18:00) on 08/05/2017. E-mail proposals should not exceed 5MB.
The e-mail address is:

cairo@unesco.org

It is the individual consultant’s responsibility to ensure that his/her proposal is received by the deadline. For queries, please contact g.hany@unesco.org.

Thank you for your interest in this assignment; and we look forward to receiving your proposal.

Dr Ghaith Fariz
Director
UNESCO Regional Bureau for Sciences in the Arab States
Cluster Office for Egypt, Sudan, and Libya
UNESCO Representative to Egypt and Libya
Terms of Reference

1. Background and Objective:

TVET is one of the main pillars of action at UNESCO Cairo Office, which has provided extensive support in country-level policy and technical assistance to the Ministry of Education and Technical Education (MoETE). UNESCO Cairo Office recently provided upstream policy advice to the TVET reform, and harnessed its local and international expertise in order to support advancing the TVET sector in Egypt, with special emphasis on establishing and adopting appropriate strategies and approaches to enhance the capabilities of the system.

This project responds to a request from MoETE to support the TVET system in the process of implementation of a competence-based education system.

2. Purpose of the Assignment

Strengthen the capacity of the technical education sector at MoETE to implement the competence-based education methodology, and enhance the link between the technical education sector (curriculum and system) with the current and emerging needs of the labour market.

For the practical curriculum-related activities of the project, the technical education sector at MoETE will select the occupational areas for which the technical assistance will be provided.

Approach:

A combination of methodological approaches with capacity building activities (workshops and training), with coaching and advice by an international expert for selected members of the technical education sector at MoETE.

3. Duties/Tasks and Expected Output:

The project will recruit an international expert who is requested to produce the following deliverables:

1. To develop a methodology for competency-based education (CBE) and present it in the form of a HANDBOOK. This draft handbook should consider the existing literature available (both on the international and national levels) and build on that. Development of the draft handbook should be carried out in close cooperation and consultation with MoETE and UNESCO Cairo Office.

The handbook should include the following main chapters:

- The philosophy behind the concept of CBE
  - Historical background of CBE
  - Definition of CBE
  - Structural features of CBE
  - Objectives of CBE
Adoption and implementation of CBE

- Occupational standards/ occupational profiles, basis for competence-based curriculum.
- Educational standards and framework for curriculum.
- Requirements for the content of competence-based education (framework development).
- Development of content for competence-based education-modular approach.
- Development of performance criteria as basis for the assessment of students’ achievements.
- Methods for delivering competence-based education, including development of assessment tools and instruments.
- Methods for assessment of students’ achievements after implementation of competence-based curriculum.

2. Piloting the draft handbook/ methodology through capacity building of selected members of the technical education sector at MoETE (Training of Trainers, ToT)

2.1. Identifying 40 trainees for capacity building through preliminary needs assessment, and organising the trainees in two groups.

2.2. Preparing the training package.

2.3. Developing a plan for the ToT phase.

2.4. Conducting the training workshops – approximately 4 workshops for 10 days each (2 sessions for 5 days per each group) - for the participants from different priority occupational areas.

The following are main topics that are considered necessary for a successful training workshop, including group work and exercises with trainees:

- Basis for competence-based education: definitions, philosophy, features, etc.
- Development of occupational profile:
  - Application of job analysis methodology, process and procedural steps.
  - Analysis of occupations’ title and level of qualification.
  - Development of occupational profiles – identification of duties and tasks.
- Framework programme methodology:
  - Goals of framework programme.
  - Description of requirements for the process of CBE: forms and organization.
  - Requirements for the enrolment in technical education.
  - Deriving/ identifying competences from the occupational profile - description of major and minor competences.
  - Development of assessment for each qualification level.
- Development of CBE content – modular approach for structuring educational content:
  - Clustering competences in modular units and their elements.
  - Development of competence-based modular units.
3. **Development of the final version of the handbook** after adjustment/refinement based on the feedback from capacity building workshops (ToT).

4. **Development of progress reports** (monthly basis).

### 4. Timetable and Deliverables

This assignment is to be mobilized immediately upon finalization of the necessary administrative and contractual arrangements, and must be concluded **on or before November 15th, 2017**.

### 5. Qualifications

The project will require one key international expert:

**Qualifications and Skills:**
- Master’s degree (at least) in Economics, Social Sciences, Education, Industrial Engineering, Business or Public Administration as a minimal requirement.
- Strong communication skills.
- Excellent verbal and written command of English.
- Strong leadership and team building capacities.
- Analytical and computer skills.

**Professional Experience:**
- At least 10 years of experience in TVET, competence-based education, curriculum development, teachers’ training, preparation of teaching/learning materials, and project management; with previous experience in international contexts in countries with level of development comparable to Egypt as a minimal requirement.
- Recognized experience in training (workshops and short term courses) as a minimal requirement.
- Relevant professional experience in related projects.
- Experience as Team Leader in at least one project is considered an added advantage.
- Experience in cooperation with national stakeholders would be an advantage.

### 6. Supervisory arrangements

The Individual Consultant will submit his/her deliverables to the Education Programme at UNESCO Cairo Office for review and approval, under the overall supervision of the Director of UNESCO Cairo Office.
Contract for Individual Consultants
Contract N°:
(Please quote this reference in all correspondence and communications)

CONTRACT FOR INDIVIDUAL CONSULTANTS

THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
and

(herinafter called “UNESCO”)

(herinafter called “the Individual Specialist”)

UNESCO Office in Cairo
8 Abdel-Rahman Fahmy Street, Garden City
11541 CAIRO
Egypt

Vendor Number:

Hereby agree as follows:

TERMS OF REFERENCE
1. Under the supervision of the Individual Specialist shall:

DURATION OF CONTRACT
2. If the contract is not signed by the Individual Specialist and returned to UNESCO by at the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.
3. This contract shall come into effect on , and shall expire on satisfactory completion and delivery of the services described above, but no later than , unless terminated earlier under the terms of this contract.
4. If, by the expiry date of the contract as defined in Article 3 above, the Individual Specialist has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void.
5. After the expiration of the contract, the Individual Specialist cannot claim payment for any work not delivered on time, as stipulated in article 6.3 below.

CONDITIONS OF PAYMENTS
6. Payments and Currency
6.1. UNESCO shall make payments to the Individual Specialist on a lump sum basis.
6.2. The contract shall be drawn up and all payments made in United States Dollars, Euros or currencies in which UNESCO holds a bank account. Only one currency can be used in any one contract. Where necessary, the United Nations’ operational rate of exchange on the date a contract is signed should be used to convert amounts into another currency, but no adjustments will be made for exchange rate variations during the contract period, either to the overall amount or a staggered payment.
6.3. UNESCO shall make the following payments to the Individual Specialist for the services to be provided under the terms of this contract:

<table>
<thead>
<tr>
<th>Payment N°</th>
<th>Upon submission to and approval by UNESCO of the following work</th>
<th>Article 1 Reference</th>
<th>Latest date for submission</th>
<th>Amount/Currency</th>
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</table>
6.4. The final payment, or each payment in the case of staggered payments, shall be made only after receipt and approval as satisfactory by UNESCO of any deliverable that the Individual Specialist is required to submit for payment under the terms of this contract.

6.5. All payments (see article 6.3 below) shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary’s own banking fees, shall be the responsibility of the Individual Specialist.

6.6. No payments shall be made to a third party.

7. **Advance Payments**

Except for expenses necessarily incurred by an Individual Specialist in order to prepare for an assignment (e.g. travel or equipment), no advance payment shall be made.

8. **Travel**

If deemed necessary by UNESCO, the Individual Specialist who is required to travel in order to perform the work described in article 1, shall be paid a lump sum of to cover all travel related expenses, including daily subsistence allowance, tickets for the authorized travel and other related expenses (e.g. visas, vaccinations and terminal expenses), in accordance with UNESCO's usual travel provisions.

9. **Reimbursement**

9.1. If any of the work corresponding to the instalments in article 6.3 is not completed to UNESCO’s full satisfaction, and/or prior to the expiration of the contract, UNESCO shall have the right to the reimbursement of full or partial payments made, including any advanced payment, to the extent that the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.

9.2. Any reimbursement shall be returned in the same currency as the payment was made.

10. **Banking Instructions**

10.1. The Individual Specialist should confirm below mentioned banking instructions for any payments arising from the present contract:

Name of the Bank:
Address of the Bank:
Name of the Account Holder:
Number of Account:

10.2. Only one banking instruction is allowed in any one contract.

**UNESCO TERMS AND CONDITIONS**

11. This contract is subject to General Terms and Conditions as attached. Each page of these Terms and Conditions should be initialed by the Individual Specialist and UNESCO.

12. The Individual Specialist and UNESCO also agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the parties and which shall take precedence in case of conflict in the following order: (i) the present contract and (ii) the General Terms and Conditions attached hereto.

Signed on behalf of the Director-General of UNESCO:
Individual Specialist:
“I acknowledge that I have read and accept the terms and conditions on the following page”.

Name:                    Date:
Title:                   Signature:
...............................................................
GENERAL TERMS AND CONDITIONS

Article I. Legal Status

1. Individual Specialist is neither a staff member under the UNESCO Staff Regulations and Staff Rules nor an official under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). He/she may, however, be given the status of ‘expert on mission’ within the meaning of Annex IV of the said Convention.

2. Any immunities and privileges that may be accorded the Individual Specialist by a government are conferred in the interests of UNESCO. Any such immunities and privileges shall not be invoked to excuse the Individual Specialist from discharging any private obligations or from observing laws and police regulations. Should a question of immunities and privileges arise, the Individual Specialist shall immediately report to the Director-General of UNESCO, who shall decide whether they shall be waived.

Article II. Obligations

1. The Individual Specialist is subject to the authority of the Director-General of UNESCO and is responsible to the Director-General in the performance of his/her work.

2. The Individual Specialist’s responsibilities are exclusively international. By accepting a contract with UNESCO, the Individual Specialist undertakes to carry out the work given to him/her and to regulate his/her conduct with the interest of the Organization only in view.

3. In providing his/her service, the Individual Specialist shall neither seek, nor accept, any instructions from any government or any authority external to the Organization, except as may be authorized by the Director-General of UNESCO.

4. The Individual Specialist shall conduct him/herself at all times in a manner befitting his international status. He/she shall not engage in any activity that is incompatible with the performance of his/her work for UNESCO. He/she shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on his/her status, or on the integrity, independence and impartiality that is required by that status. While he/she is not expected to give up his/her national sentiments, or his/her political and religious convictions, he/she shall at all times bear in mind the reserve and tact incumbent upon him/her by reason of his/her international status.

5. The Individual Specialist shall exercise the utmost discretion in regard to all matters of official business. He/she shall not communicate to any person unpublished information known to him/her by reason of his/her assignment, except by authorization of the Director-General of UNESCO. These obligations remain binding even after the expiry of the contract.

6. If the Individual Specialist, by malice, culpable negligence or failure to observe any applicable rule, involves UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay compensation.

Article III. Declaration of Compatibility of the Professional Status

1. Family Ties

   a. The Individual Specialist certifies that he/she is not the father, mother, son, daughter, brother or sister of a staff member of UNESCO, of an employee of the ancillary services or of someone who,
at the same time, holds a supernumerary contract or contract for individual consultants or other specialists or has a fellowship with UNESCO.

b. The Individual Specialist also certifies that, if he/she has a spouse working as a UNESCO staff member, or as an ancillary services employee, the spouse does not work in the same Sector, Bureau or field office in which the Individual Specialist will be working.

2. Multiple Contracts

a. The Individual Specialist certifies and declares that he/she only holds one contract of any type with UNESCO at any one time. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.

b. The Individual Specialist certifies and declares that he/she is not a beneficiary of any type of UNESCO Fellowship. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.

c. The Individual Specialist certifies and declares that he/she does not have incompatible professional status under UNESCO’s provisions governing the contracts for individual consultants and other specialists.1

Article IV. Officials not to Benefit

The Individual Specialist confirms that no official of UNESCO has received from or will be offered by the Individual Specialist any direct or indirect benefit arising from this contract or the award thereof. The Individual Specialist accepts that breach of this provision is a breach of an essential term of this contract which renders this present contract liable for immediate termination, without notice or indemnity.

Article V. Taxes

UNESCO will not reimburse any taxes, duties or other contributions for which the Individual Specialist may be liable in respect of any payments made to him/her under the terms of this contract.

Article VI. Use of Name, Emblem or Official Seal of UNESCO

The Individual Specialist shall not in any manner whatsoever advertise, display, appropriate for personal use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with his/her business or otherwise.

1 In order to avoid the perception of lack of independence or conflict of interest, the individual selected for an assignment must not be:

- a fellow or a holder of another contract of any type with UNESCO at the same time as the proposed contract;
- a member of the Executive Board or an Alternate during his/her term of office until at least 18 months have elapsed from the date of cessation of their representational functions;
- a member of any UNESCO Committee, International Programme Governing Body or National Commission;
- the External Auditor and members of his or her staff who have participated in the audit of the Organization during the two financial periods (e.g. two biennia) following completion of their mandate;
- a member of the Oversight Advisory Committee for 5 years following the expiry of his/her term;
- other officials with oversight responsibilities, including members of the Advisory Committee on Administrative and Budgetary Questions (ACABQ), International Civil Service Commission (ICSC), Joint Inspection Unit (JIU) or other similar bodies in the United Nations system, who have had oversight responsibilities over UNESCO, during their service and within 4 years of ceasing that service.
Article VII. Confidential Nature of Documents and Information

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Individual Specialist 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.

Article VIII. Title Rights

UNESCO shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks with regard to all material which bears a direct relation, to, or is made in consequence of, the services provided to the Organization by the Individual Specialist.

Article IX. Medical Clearance

The Individual Specialist certifies and declares that he/she: a) is in good health b) has no condition that would prevent him/her from carrying out the work as foreseen by this contract and c) has obtained any necessary inoculations or other medical treatment which may be necessary for him/her to travel to and work in the area(s) foreseen under this contract. The Individual Specialist will be held fully responsible for this certification and declaration. If requested, Individual Specialists may be required to undergo a full medical examination, and be medically cleared by UNESCO’s Chief Medical Officer, prior to taking up their duties.

Article X. Insurance

1. The Individual Specialist shall be insured by UNESCO for work-related accidents, injuries, illnesses or death while performing duties on behalf of the Organization.

2. The insurance provides for compensation in the case of: (a) death or permanent total disablement; (b) permanent partial disablement; (c) temporary total disablement. Coverage for temporary, partial disablement is not included. The capital sum insured shall be up to a maximum of 85 000 USD. The scale of compensation payable will be in accordance with the terms and conditions of UNESCO’s policy with its insurer. Medical expenses attributable to work-incurred accidents or illnesses are paid up to a maximum annual amount of 10 000 USD.

3. If any injury, illness or death for which compensation is payable under the above provisions is caused in circumstances which, in the Director-General’s opinion, create a legal liability on the part of a third party to pay damages, the UNESCO Director-General may, as a condition of granting compensation, require the Individual Specialist to whom it is granted to assign to the Organization any rights of action which he/she may have against such a third party. The Individual Specialist shall thereupon furnish to UNESCO any data or evidence which may be available to him/her, and shall render all other assistance which may be required in prosecuting any claim or action against such a third party. He/she shall not settle any such claim or action without the consent of the Organization; UNESCO shall be entitled itself to do so or to require him/her to do so upon such terms as seem reasonable to it.

Other than the provisions set out in Article X, paragraph 2, UNESCO does not provide medical insurance to the Individual Specialist.

Article XI. 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 Individual Specialist. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Individual Specialist, subject to normal wear and tear. The Individual Specialist shall be liable to
compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

Article XII. Termination

1. UNESCO or the Individual Specialist may cancel the contract before it has come into effect by giving written notice to the other party. For contracts of less than 2 months the period of notice is 5 days, for longer contracts – 14 days. No compensation shall be payable in such cases. Should UNESCO cancel the contract with shorter notice, the Individual Specialist is entitled to 5% of payment for each month of service provided by the contract, subject to a maximum of 30% of the total amount.

2. Once the contract has come into effect, it may be terminated by either party at any time before the expiry date with 2 weeks written notice for contracts of 6 months or less, or 1 month’s written notice if the contract is for more than 6 months. If UNESCO terminates the contract, the Individual Specialist is entitled to an indemnity of 5% of payment for each remaining aggregated period of service equivalent to one month, subject to a maximum payment of 30% of the total amount. In the event of termination by the Individual Specialist, or of the inability of the Individual Specialist to carry out fully its terms, UNESCO may deduct from any payments due an amount equivalent to any losses caused to the Organization, taking into consideration the extent to which the assignment has been completed.

3. Notwithstanding the provisions of Article XII, paragraphs 1 and 2, in the event of breach of contract, including false declarations, on the part of the Individual Specialist, the contract may be immediately terminated by UNESCO without notice or indemnity.

Article XIII. Arbitration

1. Any controversy or dispute concerning the execution or interpretation of this contract shall be settled by negotiation between the parties. If it is not amicably settled, it shall be submitted, at the initiative of either party, either to the Chairperson of the UNESCO Appeals Board or be the subject of an arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force. The arbitrator shall rule upon the costs of arbitration, which shall be either apportioned between the two parties or paid by one of them only. The arbitral award shall be final and irrevocable.

2. The party initiating the procedure shall decide which of the two procedures shall apply.

Article XIV. Amendments

This contract may be amended specifying all modifications and signed by both UNESCO and the Individual Specialist prior to the expiry date of the present contract. If the Individual Specialist wishes to propose amendments, these proposals should be communicated to UNESCO which, if deemed necessary, will prepare the amendment to present contract for mutual agreement and signature.
## DRAFT WORK PLAN

The assignment will be implemented in the following phases within ( ) working days from ( ) 2017 to ( ) 2017.

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<tr>
<th>Activity/Output</th>
<th>Level of Effort in Days</th>
<th>Deliverables</th>
<th>Date of Delivery</th>
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<tbody>
<tr>
<td><strong>Initial/Preparatory Phase</strong></td>
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<tr>
<td>1. Prepare a workplan based on the ToR.</td>
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<tr>
<td>2. Review of relevant documents and literature: laws, legislation, national reports, etc.</td>
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<tr>
<td><strong>Methodological/Development Phase</strong></td>
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<tr>
<td>3. Prepare draft handbook.</td>
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<td>4. Present the draft handbook to MoETE and UNESCO Cairo Office.</td>
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<td>5. Carry out consultations with MoETE and UNESCO Cairo Office.</td>
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<td>6. Prepare the final version for piloting.</td>
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<td><strong>Capacity Building/Implementation Phase</strong></td>
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<td>7. Develop training package and training programme.</td>
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<td>8. Translate training package.</td>
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<tr>
<td>9. Carry out capacity building workshops (ToT).</td>
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<tr>
<td><strong>Completion Phase</strong></td>
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<tr>
<td>10. Develop the final version of the handbook.</td>
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**TOTAL No. of Days**