



United Nations
Educational, Scientific and
Cultural Organization

UNESCO Santiago/ ED

Oficina Regional de Educación para América Latina y el Caribe

Date 08/02/2016

Ref.: **Requerimiento de servicio “PLAN DE ACOMPAÑAMIENTO QUE DARÁ CUMPLIMIENTO AL COMPROMISO SECTORIAL DE LA COMISION TÉCNICA DE GARANTÍAS DE DERECHOS DE NIÑAS, NIÑOS Y ADOLESCENTES VÍCTIMAS DE ABUSOS SEXUALES INVOLUCRADOS EN PROCESOS JUDICIALES”**

(Please quote this UNESCO reference in all correspondence)

Subject: Request for Proposal – RFP

Dear Sir/Madam,

You are requested to submit a proposal for “PLAN DE ACOMPAÑAMIENTO QUE DARÁ CUMPLIMIENTO AL COMPROMISO SECTORIAL DE LA COMISION TÉCNICA DE GARANTÍAS DE DERECHOS DE NIÑAS, NIÑOS Y ADOLESCENTES VÍCTIMAS DE ABUSOS SEXUALES INVOLUCRADOS EN PROCESOS JUDICIALES”, as per enclosed Terms of Reference.

To enable you to submit a Proposal, attached are:

- 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

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than 02/03/2016 at 12:00 pm.**

Jorge Sequeira

Director - UNESCO Santiago

Enrique Delpiano 2058 - Providencia

PROPOSAL FOR SERVICES - DO NOT OPEN

Reference: “PLAN DE ACOMPAÑAMIENTO QUE DARÁ CUMPLIMIENTO AL COMPROMISO SECTORIAL DE LA COMISION TÉCNICA DE GARANTÍAS DE DERECHOS DE NIÑAS, NIÑOS Y ADOLESCENTES VÍCTIMAS DE ABUSOS SEXUALES INVOLUCRADOS EN PROCESOS JUDICIALES”

RFP Closing Date and Time: **2 de marzo de 2016 at 12:00 pm.**

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 clarifications, please contact: Henry Renna, h.renna@unesco.org

For and on behalf of UNESCO:
Paz Portales

ANNEX I – Instructions to Offerors

A. INTRODUCTION

1. General: The purpose of this RFP is to invite Sealed Proposals for “**PLAN DE ACOMPAÑAMIENTO QUE DARÁ CUMPLIMIENTO AL COMPROMISO SECTORIAL DE LA COMISION TÉCNICA DE GARANTÍAS DE DERECHOS DE NIÑAS, NIÑOS Y ADOLESCENTES VÍCTIMAS DE ABUSOS SEXUALES INVOLUCRADOS EN PROCESOS JUDICIALES** to be provided to UNESCO Santiago.

Offerors 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.

2. 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

3. 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.

4. Clarification of Solicitation Documents:

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the UNESCO contracting unit in writing at the organisation's mailing address or fax or email number indicated in the RFP. The UNESCO contracting unit 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 has received the Solicitation Documents.

5. Amendments of Solicitation Documents:

At any time prior to the deadline for submission of Proposals, the UNESCO contracting unit 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, the procuring UN entity may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

6. Language of the Proposal:

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the UNESCO contracting unit shall be written in **Spanish**. 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.

7. 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 8 & 9;
- d) Proposal security (if required)

8. Proposal Form:

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

(a) Management Structure

This Section should provide corporate orientation to include the year and country of incorporation and a brief description of present activities. It should focus on services related to the Proposal.

This Section 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 comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the UNESCO contracting unit.

(b) Resource Plan

This 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.

(b) Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications. 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.

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 Schedules.

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 appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

9. Proposal prices:

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.

10. Proposal currencies:

All prices shall be quoted in Chilean Pesos.

11. Period of validity of proposals:

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

In exceptional circumstances, the UNESCO contracting unit may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. 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 or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal. 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 initialed by the person or persons signing the Proposal.

13. Payment:

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

14. Sealing and marking of proposals:

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

The inner and outer envelopes shall:

(a) Be addressed to procuring entity at the address given in the cover page of these Solicitation documents; and make reference to the "subject" indicated, and a statement: "PROPOSAL FOR SERVICES - DO NOT OPEN", to be completed with the time and the date specified pursuant to clause 15 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (**Technical Proposal**) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the **Price Proposal** duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, the UNESCO contracting unit will not assume responsibility for the Proposal's misplacement or premature opening.

15. 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.

The UNESCO contracting unit 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*, in which case all rights and obligations of the UNESCO contracting unit and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

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

17. 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 the UNESCO contracting unit prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by email or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. OPENING AND EVALUATION OF PROPOSALS

18. 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.

19. 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.

20. Preliminary examination

The UNESCO contracting unit 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.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the UNESCO contracting unit 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 and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

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

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

□ HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

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

Technical Proposal Evaluation Form

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise or experience of Firm / Institution submitting Proposal	175			
2.	Personnel or team implementing the proposal	175			
3.	Proposed Work Plan and Approach	350			
Sub-total for Technical Evaluation		700			

Financial Proposal Evaluation Form

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

Combined Technical and Financial Proposal Evaluation Form

Sample: Summary of Technical and Financial Proposals		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Sub-total Technical Proposal	700			
	Sub-total Financial Proposal	300			
Total for Technical and Financial Proposal		1000			

F. AWARD OF CONTRACT

22. Award criteria, award of contract

The UNESCO contracting unit 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, the UNESCO contracting unit 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.

23. Purchaser's right to vary requirements at time of award

UNESCO reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP.

24. Signing of the contract

The successful Offeror shall sign the contract and return it to UNESCO at the earliest convenience but no later than within 14 days of date of receipt by the Offeror.

ANNEX 2: GENERAL CONDITIONS OF CONTRACT 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 or the United Nations.

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO or the United Nations 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.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNESCO as additional insured;

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

(iii) Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 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.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 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.

14.2 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.

14.3 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

15.1 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.

15.2 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.

15.3 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.

15.4 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 the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

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

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

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter-alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

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

ANNEX III. TERMS OF REFERENCE

Antecedentes

De acuerdo con la Declaración y el Programa de Acción de Viena y el Decenio de las Naciones Unidas para la Educación en la esfera de los Derechos Humanos (1995-2004), la UNESCO deberá conceder una gran importancia al establecimiento de métodos eficaces para impartir enseñanza sobre la Convención a los niños, asimismo, la UNESCO deberá cooperar con sus Estados Miembros para educar a grupos que están en contacto directo con los niños: padres, profesores, redactores de libros de texto, creadores de planes de estudios, abogados, policías, etc. y deberá prestar asistencia técnica en la preparación de programas de enseñanza destinados a estos grupos, especialmente en los países en desarrollo.

En Chile con la ratificación de la *Convención sobre los Derechos del Niño* (CDN) en el año 1990, el Estado asumió una serie de compromisos y obligaciones con el objeto de garantizar los derechos de todos los niños, niñas y adolescentes (en adelante “los NNA”), mediante el emprendimiento de acciones tales como reformas legales, revisión y rediseño de políticas públicas y de mecanismos de gestión, cambio de prácticas socioculturales y mayor dotación de recursos presupuestarios, entre otras.

La Convención impuso a Chile el desafío de avanzar decididamente desde un Estado tutelar y de respuestas fragmentadas a un Estado garante de derechos, que actúe de modo coordinado y articulado entre sus diferentes sectores, a fin de favorecer el desarrollo pleno e integral de los niños, niñas y adolescentes.

En este contexto, el Estado tiene el mandato de garantizar derechos universales, pero también debe focalizar su actuar en aquellos grupos de NNA que, por diversas circunstancias –tales como aquellos que sufren abandono, maltrato y/o abusos por parte de sus figuras significativas u otros o quienes han sido víctimas de violencia institucional–, se encuentran en situación de mayor vulnerabilidad .

Teniendo en cuenta que dentro de los grupos más vulnerables de NNA se encuentran aquellos que sufren malos tratos y abusos y que, una de las peores formas de violencia ejercida contra niños, niñas y adolescentes son las agresiones sexuales, es que el Estado chileno se ha propuesto realizar, con sentido de urgencia, acciones específicas para cautelar los derechos de quienes, habiendo sido víctimas de delitos sexuales, se ven involucrados en procesos judiciales. Esto, debido al reconocimiento de que, muchas veces, por la falta de procedimientos y prácticas institucionales adecuados, estos NNA viven

victimización secundaria por parte de las instituciones que los atienden.

La *victimización secundaria* debe entenderse como aquella que proviene de la mala, nula o escasa respuesta institucional hacia la vulneración que han vivido los NNA. Esto ocurre, por ejemplo, a partir de reiteradas entrevistas a la víctima, la repetición de peritajes físicos y/o psicológicos que le significan revivir el hecho traumático, o bien porque la descoordinación institucional no les permiten acceder a medidas especiales de protección y, en consecuencia, ello implica que el sufrimiento causado por el delito en sí se agudice, en tanto hay una falta de asistencia a la víctima y a su entorno cercano.

Es así como ha surgido un compromiso y mandato de gobierno de la Presidenta Michelle Bachelet en orden a “*disminuir la victimización secundaria que sufren los niños víctimas de delitos sexuales*”. A este desafío están llamadas todas las instituciones involucradas desde el momento de la detección de este tipo de situaciones, a partir de la denuncia y durante el paso de los NNA por el sistema judicial.

Para avanzar en esta materia la UNESCO con el Ministerio de Educación se proponen levantar información y lineamientos de estrategias educativas en materias relacionadas a la Educación Sexual de carácter formativo, de prevención y de atención focalizada en los NNA que están en situaciones judiciales, con la finalidad de orientar a los equipos de gestión y los docentes de establecimientos municipales en el tratamiento y acompañamiento en especial a los NNA y sus familias, en el proceso escolar.

Principales responsabilidades

Bajo la supervisión de OREALC/UNESCO Santiago en estrecha colaboración técnica con MINEDUC se considera las siguientes actividades mínimas:

- Diseñar junto a UNESCO en colaboración con el MINEDUC e implementar al menos una jornada de capacitación de al menos 6HP a docentes y otra para equipos directivos respecto del tema de abuso sexual, poniendo foco en la prevención en los Niños, Niñas y Jóvenes, en adelante “NNJ”, y determinar las consideraciones especiales que contribuyan a ofrecer un servicio educativo adecuado a las necesidades especiales para atender a los Niños, Niñas y Jóvenes en situación judicial por abuso sexual.

*Debe incluir servicios de alimentación y apoyo en transporte al desplazamiento de los participantes de las zonas alejadas (rurales) del lugar el evento.

- Elaborar e imprimir materiales de apoyo a los/as docentes y equipos directivos que contengan herramientas para orientar la

realización de una programación pedagógica ajustada a la situación que viven los y las niño/as. Considerando: 5 planificaciones de clases, 5 instrumentos de evaluación, 3 actividades complementarias de apoyo en lo emocional de los y las estudiantes e información pertinente sobre el tema. Estos materiales deberán ser revisando por UNESCO en colaboración con MINEDUC

*Debe considerar como mínimo la impresión de 200 documentos que contengan el material producido u otro formato propuesto por la entidad ejecutora.

- Contratar un especialistas en cada una de las siguientes áreas: de la psicología, del trabajo social y, del área de educación y/o psicopedagogía, que permita articular un equipo para el apoyo a la implementación de las diversas actividades y funciones que conforman el Plan de apoyo psicoemocional y pedagógico, durante el primer semestre del año escolar.

*El equipo de especialistas debe tener a lo menos una dedicación de 22 hrs semanales al proyecto durante todo el período de ejecución.

- Habilitar un canal de comunicación entre los especialistas y asistentes con los y las docentes de las escuelas, a fin de establecer una vía directa de apoyo telefónico las 24 horas para orientar consultas respecto de atención específica de cada estudiante y/o reportar información frente a situaciones de emergencia de los NNJ y su entorno cercano.
- Elaborar dos informes de carácter descriptivo que contengan información a nivel nacional, regional y comunal tales como estadística de casos, acciones en curso, servicios existentes, etc.
- Diseñar e implementar un seminario regional con actores claves de instituciones educativas y gubernamentales de la región que tenga como propósito socializar experiencias y proyectar acciones interinstitucionales y que, además publique sus principales resultados.

*Se debe considerar una transcripción de las ponencias y síntesis de los resultados del evento y diseño para su publicación digital.

*Debe incluir servicios de alimentación y apoyo en transporte al desplazamiento de los participantes de las zonas alejadas (rurales) del lugar el evento.

Es fundamental mantener una comunicación fluida con OREALC/UNESCO Santiago durante todas las etapas del proyecto.

**Instituciones
habilitadas
prestar
servicios**

1. Fundación o institución sin fines de lucro
2. Empresa Consultora
3. Universidad Pública o privada

**Experiencia
institucional**

Experiencia demostrable de al menos 5 años

Competencias

- Tener capacidad proactiva e iniciativa, y de trabajo en equipo.
- Tener capacidad de convocatoria, articulación y cohesión de personas, instituciones y organizaciones sociales.
- Tener capacidad técnica y profesional de alto nivel vinculada a la temática
- Equipos con excelentes habilidades interpersonales y comunicacionales, en particular en un contexto profesional.
- Ha de ser capaz de relacionarse con el mismo nivel de eficiencia y claridad con autoridades del Estado y representantes de organismos internacionales y de la sociedad civil.

**Productos
asociados:**

a) 1er Informe:

Fecha estimada de entrega: 26 marzo de 2016.

- Constitución equipo especialistas.
- Plan de trabajo equipo
- Objetivos generales y específicos
- Diseño metodológico participativo
- Definición de tareas, plazos y responsables

b) Informe final:

Fecha estimada de entrega: 12 agosto 2016.

- Informe final que considere las actividades realizadas en el plan pero además elementos de carácter reflexivo sobre la situación y la implementación general del trabajo.

**Todos los productos generados en el marco de la consultoría son de propiedad de UNESCO*

6.1 PAGOS

UNESCO procederá a pagar el servicio una vez aprobados los productos estipulados y descritos en los presentes términos de referencia, en específico:

- La primera cuota equivalente al 50% del monto total, se pagará contra entrega y aprobación del Primer Informe de Avance.
- La tercera cuota equivalente al 50% del monto total, se pagará contra entrega y aprobación del Informe Final.

6.2 PROVEEDOR DEL SERVICIO

Para la ejecución de este servicio se requiere una organización dedicada a temas afines al proyecto con experiencia reciente comprobable en proyectos relacionados con el ámbito educativo o procesos similares. Dicha organización debe configurar un equipo de trabajo idóneo para desarrollar el trabajo, esto es, formado en disciplinas acordes al proyecto y con experiencia de acuerdo a los perfiles de cargo elaborados.

7. EVALUACION DE LAS OFERTAS

Los puntajes técnicos, económicos y finales se expresarán, por cada evaluación, con dos decimales.

Ponderación	Criterio General	Criterio medible/Escala de puntaje	Escala
30%	Adecuación a los TDR y rigurosidad de la propuesta metodológica	Da cuenta de todos los puntos solicitados en los TDR, propone una forma de realizar cada punto que resulta pertinente en términos de contenido y presenta un plan de contingencia para reemplazo de evaluadores y en caso que de no asistencia al proceso de formación. Además debe presentar un cronograma de ejecución de acuerdo al proceso descrito en este documento.	3
		Describe parte de los puntos solicitados en los TDR, o describe todos los puntos pero el contenido es poco adecuado.	2
		Describe en forma inadecuada los puntos solicitados en los TDR, en términos de contenido.	1
40%	Perfil profesional del Coordinador/a del proyecto	Cumple completamente con el perfil solicitado en los TDR para cumplir la función, además cuenta con 5 años de experiencia en proyectos educacionales y tiene un magister en educación, Metodologías de Evaluación o equivalente	3
		Cumple con la totalidad del perfil solicitado en los TDR para cumplir la función, además cuenta con 5 años de experiencia en proyectos educacionales	2
		Cumple con la totalidad del perfil solicitado en los TDR para cumplir la función.	1
0%	La institución ha desarrollado proyectos en el ámbito educativo.	El proponente presenta experiencia en la ejecución de 5 proyectos relacionados con el sistema escolar.	3
		El proponente presenta experiencia en la ejecución de 3 de proyecto relacionados con el sistema escolar.	2
		El proponente presenta experiencia en la ejecución de más de un proyecto relacionados con el sistema escolar.	1

7.1 EVALUACIÓN DE LA OFERTA TÉCNICA.

Se evaluarán las Ofertas Técnicas de acuerdo a los criterios, ponderaciones y escala de puntajes que se indican a continuación:

Criterio		Puntaje
P1	Propuesta técnica para la implementación del servicio	30%
P2	Perfil profesional del Coordinador/a del proyecto	40%
P3	Experiencia del proponente	30%

En donde:

Nota: en el caso de que los oferentes no presenten la certificación o antecedentes solicitados en el momento de presentar la oferta, ni en el momento de la solicitud de la entidad licitante, su oferta se declarará inadmisibile.

8. PUNTAJE TÉCNICO.

El puntaje técnico se determinará de acuerdo a la aplicación de la siguiente fórmula:

$$\text{Puntaje técnico} = P1 * 0.3 + P2 * 0.4 + P3 * 0.3$$

8.1 EVALUACION OFERTA ECONOMICA.

El valor de la oferta económica, se calculará, según los valores presentados en el formato de cotización (Anexo N° 3), según los parámetros que se señalan a continuación:

En ningún caso la oferta económica podrá superar el monto total de \$ 28.000.000

El valor de la oferta económica (OE), para efectos de su evaluación, corresponderá al valor total del servicio, incluyendo todos los impuestos.

Las ofertas que hayan calificado técnicamente, serán evaluadas económicamente a través de la aplicación de la siguiente fórmula:

$\text{Puntaje Económico} = \frac{\text{OPM} * 3}{\text{OE}}$

Donde:

OPM: Es el monto menor de todas las ofertas evaluadas.

OE: Es el monto de la oferta evaluada.

3: Es el puntaje mayor.

8.2. PUNTAJE FINAL.

El puntaje final de las ofertas considera asignar un 70% al puntaje obtenido en la evaluación técnica y un 30% al puntaje obtenido en la evaluación económica, quedando la evaluación final como sigue:

$$\text{PFTE} = \text{Puntaje Técnico} * 0,70 + \text{Puntaje Económico} * 0,30$$

8.3. INSTITUCIÓN/ORGANIZACIÓN

Para la ejecución del estudio del proyecto se requiere una organización o institución oferente que tenga experiencia comprobable en:

- Capacidad para operar con datos y flexibilidad/adaptación frente a cambios emergentes.
- Experiencia de investigación o estudios en el ámbito de la educación escolar.
- Experiencia en uso de software como apoyo a proyectos o investigaciones.

Además es necesario que el oferente disponga de las instalaciones y equipamiento suficiente para la realización de todas sus actividades del servicio. En caso de requerir el arriendo/adquisición de instalaciones o equipamiento específico para la realización de las actividades contempladas en este proyecto, estos costos deberán ser reflejados por el oferente en su correspondiente Oferta Económica.

9. CONSIDERACIONES ÉTICAS.

La propuesta presentada debe incluir un capítulo donde explique las consideraciones éticas que guiarán el desarrollo del estudio en todas sus fases, incluyendo los instrumentos que se utilizarán. Estas consideraciones deben considerar el marco internacional de derechos humanos.

10. CÓMO POSTULAR

Enviar un correo electrónico a Henry Renna a h.renna@unesco.org con las palabras “**PLAN DE ACOMPAÑAMIENTO VÍCTIMAS DE ABUSOS SEXUALES**” en el título del mensaje, manifestando el interés de participar en la licitación. Las propuestas deben ser entregadas en la sede de UNESCO en Santiago o enviadas vía correo certificado, según las normas señaladas y antes de la fecha y hora de cierre. No se aceptarán llamados telefónicos ni consultas personales. La UNESCO no realizará ningún cobro en ninguna etapa del concurso. La UNESCO se reserva el derecho de aceptar o rechazar cualquier propuesta.

La propuesta financiera debe realizarse tomando como base el formulario propuesto por UNESCO (Anexo V). Se valorará positivamente el mayor detalle posible y la coherencia entre la propuesta técnica y la propuesta financiera.

Tal como se señala en el documento, deben enviarse dos copias de la propuesta técnica en un sobre cerrado, y dos copias de la propuesta financiera en otro sobre cerrado. Ambos sobres deben ser enviados en uno que los contenga, que incluya la información del remitente. **Se debe incluir además un CD/DVD o pendrive con las copias digitales de las propuestas técnicas y financieras (archivos separados).**

Observaciones:

Se recibirán consultas vía correo electrónico hasta el 22 de febrero de 2016, a las 12:00 hrs. Se enviará una sola respuesta a todas las consultas realizadas dentro del plazo señalado, la que será enviada a todos los organismos que han manifestado interés en participar de la licitación.

Las propuestas deben incluir todos los costos de la conducción del proyecto, **impuestos incluidos.**

Fecha límite para la presentación de propuestas: **2 de marzo de 2016 a las 12:00.**

Las propuestas deben ser entregadas o enviadas vía correo certificado en las oficinas de UNESCO Santiago, Enrique Delpiano 2058, Providencia.

No se admitirá la entrega de propuestas vía correo electrónico.

Anexos

ANEXO N° 1
FORMATO DE PRESENTACIÓN DE ANTECEDENTES DEL COORDINADOR DEL PROYECTO

Antecedentes Personales COORDINADOR PROYECTO				
Nombre completo				
Fecha de nacimiento	Nacionalidad	R.U.N.		
Dirección			Comuna	
Teléfono de contacto fijo	Teléfono de contacto móvil			
Correo electrónico		Tipo de vínculo contractual con el Oferente		
Antecedentes Académicos				
Título	Universidad/Institución	País	Año	
Otro Grado Académico	Universidad/Institución	País	Año	
Antecedentes Laborales.				
Cargo		Institución	Año	
Experiencia laboral en el área de medición, evaluación o gestión de proyectos en el área educación durante los últimos 5 años.				
Nombre del Proyecto	Año de ejecución	Institución ejecutora	País	Función desarrollada en el proyecto y número de participantes

Compromiso:

Yo, el abajo firmante, certifico que estos datos describen correctamente mi persona, mis calificaciones y experiencia e implican mi compromiso de participación exclusiva en este proyecto.

Nombre _____

Firma _____

**ANEXO N° 2
FORMATO DE PRESENTACIÓN DE ANTECEDENTES DE PROFESIONALES**

Antecedentes Personales COORDINADOR DE PROFESIONALES				
Nombre completo				
Fecha de nacimiento	Nacionalidad	R.U.N.		
Dirección		Comuna		
Teléfono de contacto fijo	Teléfono de contacto móvil			
Correo electrónico	Tipo de vínculo contractual con el Oferente			
Antecedentes Académicos				
Título	Universidad/Institución	País	Año	
Otro Grado Académico	Universidad/Institución	País	Año	
Antecedentes Laborales.				
Cargo	Institución	Año		
Experiencia laboral en educación durante los últimos 5 años.				
Nombre del Proyecto	Año de ejecución	Institución ejecutora	País	Función desarrollada en el proyecto y número de participantes

Yo, el abajo firmante, certifico que estos datos describen correctamente mi persona, mis calificaciones y experiencia e implican mi compromiso de participación exclusiva en este proyecto.

Nombre _____

Firma _____

ANEXO N° 3
FORMATO DE PRESENTACIÓN OFERTA ECONÓMICA.

Costo total propuesta en pesos.	\$
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FORMATO DE PRESENTACIÓN EXPERIENCIA DE LA ORGANIZACIÓN

Experiencia laboral en educación.				
Nombre del Proyecto	Año de ejecución	Institución mandante	País	Función desarrollada en el proyecto y número de participantes

**ANEXO N° 5
Proposal Submission Form**

TO: UNESCO (as 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

Date:

Name of Authorised
Signature (type or print)

Functional Title of
Signatory

ANEXO N° 6

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 14 (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 Section II, Clause 18.

3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.

4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

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

Financial Proposal / Price Schedule					
Request for Proposal Ref:					
Total Financial Proposal [currency/amount]:					
Date of Submission:					
Authorized Signature:					
Description of Activity/Item		No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1.	Remuneration				
1.1	Services at Home Office				
1.2	Services in the Field				
Description of Activity/Item		No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2.	Other Expenses				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				
2.6	Others (please specify)				