



United Nations
Educational, Scientific and
Cultural Organization

UNESCO Santiago/ ED
Oficina Regional de Educación para América Latina y el Caribe

Date 09/05/2016

Ref.: **Requerimiento de servicio "ESTUDIO SOBRE LA
IMPLEMENTACIÓN DE LAS REDES DE MEJORAMIENTO
ESCOLAR"**

(Please quote this UNESCO reference in all correspondence)

Subject: Request for Proposal – RFP

Dear Sir/Madam,

You are requested to submit a proposal for "**ESTUDIO SOBRE LA
IMPLEMENTACIÓN DE LAS REDES DE MEJORAMIENTO ESCOLAR**", 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 03/06/2016 at
12:00 pm.**

Jorge Sequeira

Director - UNESCO Santiago

Enrique Delpiano 2058 - Providencia

PROPOSAL FOR SERVICES - DO NOT OPEN

Reference: "**ESTUDIO SOBRE LA IMPLEMENTACIÓN DE LAS REDES
DE MEJORAMIENTO ESCOLAR**"

RFP Closing Date and Time: **03/06/2016 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: Cecilia Jaramillo, c.jaramillo@unesco.org

For and on behalf of UNESCO:

Paz Portales

UNESCO Santiago

Oficina Regional de Educación para América Latina
y el Caribe / ED

ANNEX I – Instructions to Offerors

A. INTRODUCTION

1. General: The purpose of this RFP is to invite Sealed Proposals for “” 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

ESTUDIO SOBRE LA IMPLEMENTACIÓN DE LAS REDES DE MEJORAMIENTO ESCOLAR

Términos de Referencia

Mayo, 2016

I. Presentación

En el contexto del Convenio de Colaboración entre el Ministerio de Educación de Chile y la Oficina Regional de Educación para América Latina y el Caribe (OREALC/UNESCO Santiago), se convoca a presentar propuestas para la consultoría “ **ESTUDIO SOBRE LA IMPLEMENTACIÓN DE LAS REDES DE MEJORAMIENTO ESCOLAR**”, con el fin de conocer y comprender el proceso de implementación de las Redes de Mejoramiento Escolar (RME) impulsadas por el Ministerio de Educación (MINEDUC) a nivel comunal, identificando fortalezas, debilidades y oportunidades de mejoramiento que permitan ir avanzando en la consolidación de un modelo de trabajo en red en los distintos territorios del país.

Las **Redes de Mejoramiento Escolar (RME)** se conforman por directores de establecimientos educativos municipales, por profesionales de los equipos comunales de educación, y por supervisores del Departamento Provincial de Educación. Los establecimientos particular subvencionados que cuentan con asesoría directa del Ministerio de Educación, también pueden optar a incorporarse al trabajo de la RME en su territorio local.

Los **objetivos** que promueve la conformación de Redes de Mejoramiento Escolar son:

1. **Promover la actuación conjunta y articulada de diversos agentes educativos tanto “intra” como “entre” establecimientos pertenecientes a un mismo territorio**, incluyendo los equipos de educación municipales, los sostenedores privados que correspondan, y los supervisores del Departamento Provincial de Educación respectivo.
2. **Consolidar una dinámica de redes territoriales de directivos escolares pertenecientes a establecimientos municipales y privados subvencionados**, para reflexionar colectivamente, compartir experiencias, transferir buenas prácticas y analizar materias relacionadas con los procesos de mejoramiento escolar entre otros.

Tres **conceptos fundamentales** están a la base de la implementación de las Redes de Mejoramiento Escolar:

1. **Propósito común**: Contribuir al logro de más y mejores aprendizajes de todas y todos los estudiantes desde una perspectiva integral.
2. **Colaboración**: Compartir experiencias para el aprendizaje colectivo de las comunidades educativas.
3. **Proyección**: Una red busca la mejora continua y permanente del sistema educativo local y, a la vez, contribuye a generar una sinergia entre redes para la mejora permanente del sistema educativo nacional.

Dentro de este marco, las redes tienen un **doble propósito**. Por un parte, generar un nuevo vínculo entre el MINEDUC y los establecimientos educacionales basado en la colaboración, y por otra parte, generar un espacio de intercambio y desarrollo profesional para los directivos escolares y los profesionales del nivel intermedio del sistema escolar.

En este sentido, se espera que estas redes de colaboración sean una instancia para generar capacidad y aprendizaje profesional en todos sus participantes, a partir del tratamiento de **temáticas clave** tales como el desarrollo de los Proyectos Educativos Institucionales (PEI), el diseño e implementación del Planes de Mejoramiento Educativo (PME), la formación integral o la inclusión educativa (entre otros temas), con miras a promover una mejora del sistema educativo local en su conjunto y al interior de cada uno de los establecimientos participantes.

Las RME están actualmente en etapa de conformación y desarrollo inicial, cuentan con el apoyo y asesoría de un equipo de supervisores del MINEDUC, quienes están a cargo de orientar a la red para promover procesos de reflexión permanente y mejora educativa en su interior. Adicionalmente, cuentan con un encargado definido por el sostenedor, cuya función consiste en participar, compartir, colaborar y mantener, de forma permanente, una comunicación fluida con los supervisores que lideran y apoyan la red.

El **presente estudio** se aboca a estudiar el proceso de implementación de las Redes de Mejoramiento Escolar (RME) en distintos territorios del país, a partir de la identificación de variables y procesos claves del trabajo realizado en las sesiones de las Redes de Mejoramiento Escolar, analizando el rol, la participación y las interacciones de los diferentes actores involucrados y el contenido y la forma de las temáticas abordadas.

A su vez, el estudio describe y analiza el proceso de implementación de las Redes de Mejoramiento Escolar en distintos territorios a partir de la experiencia y percepción de todos sus actores participantes, identificando fortalezas, debilidades y aprendizajes obtenidos a partir de su implementación. Interesa también el contraste del proceso de implementación de las Redes de Mejoramiento Escolar con su diseño y supuestos teóricos a la base.

En último término, lo que se pretende es conocer y comprender el proceso de implementación de las Redes de Mejoramiento Escolar (RME) impulsadas por el Ministerio de Educación (MINEDUC) a nivel comunal, identificando fortalezas, debilidades y oportunidades de mejoramiento que permitan ir avanzando en la consolidación de un modelo de trabajo en red en los distintos territorios del país.

II. Objetivos del Estudio

Objetivo General:

Conocer y comprender el proceso de implementación de las Redes de Mejoramiento Escolar (RME) impulsadas por el Ministerio de Educación (MINEDUC) a nivel comunal, identificando fortalezas y oportunidades de mejoramiento que permitan ir avanzando en la consolidación de un modelo de trabajo en red en los distintos territorios del país.

Objetivos Específicos:

1. Identificar, a nivel del diseño, elementos estructurales y de sentido de las Redes de Mejoramiento Escolar, profundizando en sus propósitos, modelo de funcionamiento, prácticas y capacidades que se busca desarrollar en los participantes.
2. Conocer y caracterizar condiciones, ámbitos de acción, lógicas de funcionamiento y prácticas del trabajo realizado en las sesiones de las Redes de Mejoramiento Escolar.
3. Contrastar el modelo de Redes de Mejoramiento Escolar propuesto por el MINEDUC con la implementación de éste en los territorios.
4. Elaborar un consolidado de fortalezas, oportunidades de mejoramiento y aprendizajes que surgen de la implementación de las Redes de Mejoramiento Escolar, identificando a) el grado de aporte al trabajo

colaborativo de los equipos directivos participantes, y b) el grado de aporte a la gestión escolar en los establecimientos

III. Metodología:

La metodología de recolección de datos del estudio solicitado es **de carácter cualitativo y exploratorio** basándose en análisis de documentos, entrevistas individuales, grupos focales, y la observación in situ de sesiones de trabajo de las Redes de Mejoramiento Escolar (RME).

Con respecto al **análisis de documentos**, se solicita revisar documentos del MINEDUC que describan el diseño general de las RME, documentos teóricos utilizados por el MINEDUC sobre el trabajo en red, y todos los documentos, materiales y herramientas utilizadas para la implementación de las RME en los distintos territorios.

En cuanto a las **entrevistas individuales** éstas deberán ser **semi-estructuradas**. Es decir, deberán contar con un guion de temas y preguntas previamente definido, y al mismo tiempo, dar espacio para conversar sobre temas emergentes relevantes para el estudio. Se solicita realizar entrevistas individuales a 10 supervisores del MINEDUC que lideren RME en distintos territorios, a 10 profesionales del nivel intermedio (sostenedor) que co-lideren o participen de las RME en los mismos territorios seleccionados inicialmente, a 10 directores de establecimientos educacionales participantes de las RME y sus correspondientes 10 jefes de unidad técnico-pedagógica (UTP). Además, se deberán realizar 8 entrevistas a autoridades y profesionales clave del nivel regional y central del MINEDUC involucrados en el diseño e implementación de las RME. En síntesis se solicita realizar 48 entrevistas individuales en total.

Con respecto a los **grupos focales**, éstos deberán realizarse, por una parte, con grupos de directores de establecimientos educacionales, y por otra, con jefes de UTP. Cada grupo focal deberá contar con entre 8 y 10 participantes y realizarse en diferentes territorios. Se solicita realizar 5 grupos focales con directores y 5 grupos focales con jefes de UTP en total.

Finalmente, en cuanto a la **observación in situ de sesiones de trabajo de las Redes de Mejoramiento Escolar**, se solicita realizar dichas observaciones en 15 RME de distintos territorios, observando, al menos, 2 sesiones de cada red. De este modo, se solicita realizar 30 observaciones in situ de sesiones de RME en total.

En cuanto al **análisis de la información recopilada** cabe señalar que ésta deberá realizarse utilizando técnicas cualitativas de análisis de la información lo que incluye, al menos, la utilización de procedimientos de análisis de contenido y análisis del discurso y de métodos de triangulación de datos a través de diferentes medios (triangulación de fuentes, triangulación de actores consultados, entre otros).

IV. Productos y plazos:

Producto	Especificaciones	Plazos
Informe 1: Primer Informe de Avance	Este informe deberá contar con: <ul style="list-style-type: none">- Una sistematización del modelo y/o supuestos teóricos a la base del diseño de las Redes de Mejoramiento Escolar, incluyendo sus propósitos, modelo de funcionamiento y las capacidades que se busca desarrollar en los participantes.- Una descripción y análisis preliminar del diseño y proceso de implementación de las	Dentro de 50 días corridos desde la fecha de inicio del contrato.

	<p>Redes de Mejoramiento Escolar a partir de la experiencia y percepciones de autoridades y profesionales del MINEDUC involucrados en su diseño y puesta en marcha.</p> <ul style="list-style-type: none"> - La presentación de los instrumentos que se utilizarán para la recolección de datos, piloteados en terreno y validados previamente por la contraparte técnica. 	
<p>Informe 2: Segundo Informe de Avance</p>	<p>Este informe deberá contar con:</p> <ul style="list-style-type: none"> - Una sistematización y análisis de las evidencias encontradas acerca del proceso de implementación de las Redes de Mejoramiento Escolar en distintos territorios a partir de la experiencia y percepción de todos sus actores participantes, identificando fortalezas, oportunidades de mejoramiento y aprendizajes obtenidos a partir de su implementación. - Una sistematización y análisis de las variables y procesos claves del trabajo realizado en las sesiones de las Redes de Mejoramiento Escolar, analizando el rol, la participación y las interacciones de los diferentes actores involucrados y el contenido y la forma de las temáticas abordadas. 	<p>Dentro de 100 días corridos desde la fecha de inicio del contrato.</p>
<p>Informe 3: Informe Final</p>	<p>Este informe deberá contar con:</p> <ul style="list-style-type: none"> - Una sistematización y análisis completo del proceso de implementación de las Redes de Mejoramiento Escolar en distintos territorios a partir de la experiencia y percepción de todos sus actores participantes, identificando fortalezas, oportunidades de mejoramiento y aprendizajes obtenidos a partir de su implementación. - Una sistematización y análisis completo de las variables y procesos claves del trabajo realizado en las sesiones de las Redes de Mejoramiento Escolar, analizando el rol, la participación y las interacciones de los diferentes actores involucrados y el contenido y la forma de las temáticas abordadas. - Un contraste y análisis completo acerca del proceso de implementación de las Redes de Mejoramiento Escolar con su diseño y supuestos teóricos a la base, incluyendo sus propósitos, modelo de funcionamiento y las capacidades que busca desarrollar en sus participantes. - Elaboración de un consolidado de fortalezas, oportunidades de mejoramiento y aprendizajes que surgen de la implementación de las Redes de 	<p>Dentro de 130 días corridos la fecha de inicio del contrato.</p>

	Mejoramiento Escolar, identificando su influencia y aportes a la gestión escolar y pedagógica, y al trabajo colaborativo de los equipos directivos participantes que se intenta potenciar a partir de su diseño.	
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V. Pagos:

- La primera cuota equivalente al **30% del monto total**, se pagará contra entrega y aprobación del **Primer Informe de Avance**, mencionado en el punto IV de las presentes bases.
- La segunda cuota equivalente al **30% del monto total**, se pagará contra entrega y aprobación del **Segundo Informe de Avance**, mencionado en el punto IV de las presentes bases.
- La tercera cuota equivalente al **40% del monto total**, se pagará contra entrega y aprobación del **Informe Final**, mencionados en el punto IV de las presentes bases.

VI. Perfil del oferente

6.1. Institución/Organización

Para la ejecución del estudio se preferirá una organización o institución oferente que se dedique a temas afines al proyecto y en particular a estudios de las características del que se está solicitando. Se exigirá:

- Experiencia comprobable de al menos 5 años en investigación en las áreas de educación y/o políticas públicas educativas.
- Experiencia de al menos 5 años en investigaciones en establecimientos educacionales.
- Experiencia de al menos 5 años en investigaciones cualitativas en el ámbito educativo.
- Deseable experiencia en investigaciones sobre redes de mejoramiento escolar.
- Disposición de instalaciones y equipamiento suficiente para la realización del proyecto en todas sus actividades.

6.2. Equipo investigador

El equipo investigador a contratar debe contar con un **jefe de proyecto** que tenga experiencia demostrada en la dirección de proyectos de investigación en ciencias sociales y educación en general, y de investigación cualitativa en educación en particular, habiendo dirigido, al menos, 8 proyectos de investigación en educación en los últimos 5 años. Se debe garantizar que este jefe de proyecto participe activamente de los procesos de recolección y análisis de datos, así como de la elaboración y presentación de cada uno de los informes solicitados. Finalmente, es deseable que el jefe de proyecto posea grado académico de doctor o magister en ciencias sociales y/o educación.

Con respecto a los **profesionales del equipo investigador**, éste debe contar con, al menos, 4 profesionales con experiencia demostrada en la realización de investigaciones en ciencias sociales y educación en general, y de investigación

cualitativa en educación en particular, habiendo participado en, al menos, 3 proyectos de investigación en educación en el ámbito escolar en los últimos 2 años.

VII. Rol de la Contraparte Técnica:

Asumirán el rol de contraparte técnica, un equipo conformado por un representante de UNESCO y dos representantes de la División de Educación General del Ministerio de Educación.

La contraparte técnica deberá cumplir las siguientes funciones:

- Supervisar y hacer el seguimiento del desarrollo del servicio encomendado, velando por el correcto y oportuno cumplimiento de las obligaciones contraídas por la institución adjudicada.
- Aprobar los productos e informes, entre otros propios del proyecto.
- Aprobar el pago correspondiente, mediante la emisión de un Certificado de Conformidad del Servicio.

La contraparte técnica contará con un máximo de 15 días hábiles para realizar la revisión y correspondiente aprobación o entrega de observaciones al Proveedor, quien deberá hacer las modificaciones solicitadas en un plazo máximo de 10 días hábiles. En caso de persistir las observaciones, se repetirá el procedimiento de revisión antes señalado. Sólo una vez que la contraparte establezca que los respectivos productos cumplen con los estándares de calidad solicitados, se procederá a la aprobación de los mismos y aprobación de los pagos correspondientes.

Toda la información relativa al estudio y a su vez, información que el Ministerio de Educación proporcione a la institución adjudicataria, tendrá el carácter de confidencial, cualquiera sea la forma o formato a través del cual se exprese dicha información

VIII. Presentación de la propuesta:

Los oferentes deberán presentar su propuesta técnica considerando los siguientes aspectos en detalle:

- Carta de postulación con datos del oferente (ANNEX IV).
- Antecedentes y presentación de la experiencia de la institución participante, demostrando, como mínimo, los requisitos establecidos en el punto 6 de estas Bases Técnicas. Se debe incluir la nómina de los principales estudios desarrollados en los últimos 3 años, especificando: objetivos del estudio, metodología utilizada, período de implementación, datos de cobertura (cantidad encuestas, actores encuestados, regiones involucradas, otros).

Para acreditar la experiencia del oferente, se deberá adjuntar la información técnica de respaldo (contratos, publicaciones u otros). Adicionalmente, se deberá adjuntar un listado de la infraestructura y equipamiento con el que el oferente cuenta para la realización del proyecto.

- Antecedentes y presentación de la formación y experiencia del equipo de trabajo, demostrando, como mínimo, los requisitos establecidos en el punto 6 de estas Bases Técnicas. Se debe adjuntar a lo menos:
 - a) Currículum vitae del jefe de proyecto, demostrando, como mínimo, los requisitos establecidos en el punto 6 de estas Bases Técnicas (Ver ejemplo de formato ANNEX VI).

- b) Currículum vitae del equipo de profesionales, demostrando, como mínimo, los requisitos establecidos en el punto 6, de estas Bases Técnicas (Ver ejemplo de formato ANNEX VI).
 - c) Copia simple de certificados de título, postítulo y postgrado - en el caso que corresponda - de los integrantes del equipo participante, certificados de título.
- Propuesta Técnica, que debe contener al menos:
 - a. Descripción general y objetivos del servicio.
 - b. Descripción del proceso de definición teórico-conceptual.
 - c. Descripción detallada de la metodología.
 - d. Consideraciones éticas.
 - e. Plan de contingencia.
 - f. Organigrama del equipo de trabajo, incluyendo la descripción de roles y funciones y las horas semanales que dedicarán al estudio.
 - g. Cronograma de actividades, incluyendo los mecanismos de resguardo en caso de desastres naturales, emergencias climáticas en las localidades donde se realizará el campo y/o situaciones de paros o similar en los establecimientos de la muestra.
 - h. Productos y plazos.

Una vez adjudicado el estudio, la propuesta técnica podrá estar sujeta a modificaciones por parte de la contraparte técnica, es decir, la propuesta técnica presentada no implica que sea aceptada en su totalidad por el mandante. Para consensuar los cambios y modificaciones se realizará una reunión inicial entre el equipo de investigación y la Contraparte Técnica cuyo contenido se consignará en un acta y, eventualmente, implique una modificación de la propuesta técnica. Para presentar la propuesta económica debe usarse como base el anexo V del documento "Request for Proposal" (ANNEX V). Se evaluará favorablemente el mayor detalle posible de la propuesta financiera, y la coherencia entre la propuesta técnica y la propuesta financiera.

IX. Criterios de evaluación de la propuesta.

Para evaluar la calidad y pertinencia de las propuestas recibidas se utilizará una pauta de evaluación (ver anexo que acompañan estos TDR) construida en base a una serie de criterios.

Estos criterios de evaluación son:

- a) Experiencia y conocimientos demostrados de la organización/institución en proyectos de investigación en ciencias sociales y educación en general.
- b) Experiencia y conocimientos demostrados de la organización/institución en proyectos de investigación cualitativos en educación y en el ámbito escolar.
- c) Experiencia y conocimientos demostrados de la organización/institución en proyectos de investigación en redes de mejoramiento escolar y en el trabajo en red en el ámbito educativo.
- d) Calidad y pertinencia de la propuesta de estudio en términos de sus metodologías de revisión teórica y documental, de recolección de datos y análisis de datos, cronograma y cargas de trabajo de los investigadores.
- e) Perfil del jefe de proyecto del estudio.
- f) Perfil del equipo investigador del estudio (sin considerar al jefe de proyecto).

X. Cómo postular:

Enviar un correo electrónico a Cecilia Jaramillo c.jaramillo@unesco.org indicando **ESTUDIO SOBRE LA IMPLEMENTACIÓN DE LAS REDES DE MEJORAMIENTO ESCOLAR**” en el título del mensaje, manifestando interés en la licitación. 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 debe ser presentada por una organización con personalidad jurídica vigente. No se aceptarán propuestas de personas naturales.

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

Se recibirán consultas enviadas al correo electrónico c.jaramillo@unesco.org hasta el 20 de mayo de 2016, a las 12 :00 horas. Se enviará una sola respuesta a todas las consultas realizadas dentro del plazo señalado, a todas las instituciones que manifiesten interés en participar de la licitación

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 pendrive con las copias digitales de las propuestas técnicas y financieras (archivos separados). Se debe incluir con claridad el nombre y los datos de contacto (teléfono y correo electrónico) de la persona que está a cargo de la propuesta.**

Los resultados serán comunicados a través de una carta oficial enviada al correo electrónico del director(a) de la propuesta.

Las propuestas deben incluir todos los costos de la conducción del proyecto y no deben exceder los \$69.000.000 CLP, impuesto incluido.

Fecha límite para la presentación de propuestas: 03/06/2016 a las 12:00 horas. Las propuestas deben ser entregadas en las oficinas de UNESCO Santiago, Enrique del Piano 2058, Providencia.

No se admitirá entrega de propuestas a través del correo electrónico.

ANNEX IV – 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

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 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)				