



United Nations
Educational, Scientific and
Cultural Organization

REQUEST FOR PROPOSAL – RFP Services

Ref: ED/IPS/HAE: Sexuality Education Curriculum Expert
(Please quote this UNESCO reference in all correspondence)

Date 17 January 2017

Dear Sir/Madam,

You are invited to submit an offer for consultancy to update, edit and revise the Topics and Learning Objectives contained in Volume II of the International Technical Guidance on Sexuality Education in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

- Annex I [Instructions to Offerors](#)
- Annex II [General Conditions of Contract](#)
- Annex III [Terms of Reference \(TOR\)](#)
- Annex IV [Proposal Submission Form](#)
- Annex V [Price Schedule Form](#)
- Annex VI [Vendor Information Form](#)

Your offer comprising of technical proposal and financial proposal, in two separate files and emails, must be sent electronically to the following dedicated e-mail address **no later than 7 February, 2017 midnight (CEST)**:

aids@unesco.org

without any copy to any other e-mail addresses. Offers addressed at any other e-mail accounts will be disqualified

(To be noted that all files together not to exceed 7 Mo)

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact Ms Jenelle Babb at j.babb@unesco.org

For and on behalf of UNESCO

Soo Hyang Choi

Director

Division for Inclusion, Peace and Sustainable Development

Education Sector

ANNEX I – Instructions to Offerors

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

A. INTRODUCTION

1. General

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

2. Eligible bidders

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

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

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

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

3. Fraud and corruption

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

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

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- “Collusive practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction,

falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

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

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

4. Cost of Proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

5. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

6. Clarification of Solicitation Documents

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

7. Amendments of Solicitation Documents

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

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

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

C. PREPARATION OF PROPOSALS

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

8. Language of the Proposal

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

9. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11;

10. Proposal Form - Presentation of the technical proposal

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

10.1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide a brief description of the Offeror's present activities, focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

Additionally, if the Offeror is an institution, this section should provide a corporate orientation to include the company's profile (year and country of incorporation – copy of certificate of incorporation),

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

All Offerors, individual or institutional, to provide supporting information as to their technical reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offeror's resources, where applicable, in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to

specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

11. Price Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in US dollars.

13. Period of validity of proposals

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

14. Format and signing of proposals

The technical and financial proposals shall be typed and shall be signed by the Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

15. Payment

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

D. SUBMISSION OF PROPOSALS

16. Sealing and marking of proposals

Not applicable. E-mail offers are requested. Please refer to instructions on the cover page of these Solicitation Documents.

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

18. Late Proposals

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

19. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

20. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

22. Preliminary examination

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

23. Evaluation and comparison of proposals

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

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

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 of organisation / individual submitting Proposal	350			
2.	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			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points = $\frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}$]

An example:

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

Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms	Points Obtainable	Name of Firm / Institution			
		A	B	C	D
Sub-total Technical Proposal	700				
Sub-total Financial Proposal	300				
Total 1000					

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

ANNEX II – General Terms and Conditions for Services

GENERAL TERMS AND CONDITIONS FOR SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The

Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

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

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

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

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

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

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person,

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

13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14. TERMINATION

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

15. SETTLEMENT OF DISPUTES

15.1 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.

15.2 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.

16. PRIVILEGES AND IMMUNITIES

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

17. TAX EXEMPTION

17.1 Section 7 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, *inter-alia*, that UNESCO, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

17.2 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.

18. CHILD LABOUR

18.1 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.

18.2 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.

19. MINES

19.1 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.

19.2 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.

20. 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.

21. 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.

22. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in condition 22 above.

23. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

24. AUTHORS :

Article A

a. In preparing the Work, the Author shall bear in mind the provisions contained in the "Guide for the preparation of manuscripts" annexed to this contract.

b. The Author shall also bear in mind that, in accordance with UNESCO publishing policy, all UNESCO publications are to be made available in Open Access, under the IGO-Creative Commons or any other open licensing system.

Article B

The completed Work shall be deemed acceptable to UNESCO unless it gives the Author written notice to the contrary or indicates changes that it may consider desirable. In the latter case, such notice will set a time limit for the delivery of the requested changes; if acceptable changes are not delivered to UNESCO within the prescribed time limit, UNESCO may terminate this contract by written notice to the Author.

Article C

If the completed Work is not delivered to UNESCO on or before the date specified in this contract or, in exceptional circumstances, by a later date mutually agreed between UNESCO and the Author, UNESCO may terminate the contract by written notice.

Article D

Upon termination of this contract pursuant to the provisions of Article B or C herein, the Author shall repay to UNESCO any sums paid under Article III of this contract.

Article E

The Author hereby grants to UNESCO:

a. the worldwide copyright in the Work, which shall, during the whole term of the copyright, have the exclusive right to translate, adapt, reproduce, perform, broadcast, communicate to the public, print and publish in any language and in any form the whole or any part of the Work, and to authorize others to exercise any or all of its rights hereunder.

b. It is understood that the manuscript and the accompanying data is complete in all respects and all property rights in such manuscript or other materials delivered to UNESCO pursuant to Article I shall become the sole property of UNESCO.

c. The worldwide irrevocable right to deposit the whole or any part of the Work in its multilingual Open Access Repository in electronic form. This entails the right of access to copy, usage, distribution, adaptation, for lawful purposes, within specified constraints.

d. The worldwide right to further assign licenses to allow anyone to use the content in the publication for any lawful activity, without any prior permission but with due credit to the Author and UNESCO for the original creation.

Any transmission, reproduction, use or transformation of any content beyond permissible limit and for commercial gains will however require an express written permission of the copyright owner.

Article F

a. The Author shall submit to UNESCO the completed Work together with, all illustrations, tables, charts or other materials essential to the Work.

It is understood that such materials are considered a part of the Work and that all rights granted by the Author to UNESCO hereunder apply to the use of such materials.

b. The Author of the Work shall:

1. For all instances, categorically and clearly identify material(s) in the Work (e.g. texts, illustrations, tables, charts or materials etc.), where he/she does not own the copyright and will:

i. Expressly state in writing his/her ability, if any, to authorize use of such materials in the context of the Work as set forth in Article E above; or

ii. Provide UNESCO, free of charge, with written permissions (using the "Permission Consent Form" annexed to this contract) secured from rights holders of such material(s) specifically authorizing its usage, as set forth above.

2. For all instances of inclusion of Third Party material(s), provide UNESCO with a copy of the written permissions obtained from the respective copyright holders, and indicate the form of acknowledgement, if any, stipulated by the owner of the rights as a condition for granting permission.

c. The Author shall submit to UNESCO an electronic copy of the completed Work together with any source files and data, where available, for submission to the Open Access Repository. The publication will be made available through the Open Access Repository, immediately after the official date of publication, rendering it publicly available.

Article G

The Author represents and warrants that:

- a. He is the sole Author of the Work, has the right to grant all rights referred to this contract, and has full power to execute this contract and to authorize the use of the Work as set forth in Article E above;
- b. The Work is original and has not been published;
- c. The Work does not infringe any copyrights or other rights, and contains nothing libellous or otherwise unlawful. The Author agrees to indemnify UNESCO and hold it harmless against all loss, injury or damage (including any legal costs and/or other expenses properly incurred) occasioned to UNESCO in consequence of any breach of the above warranty.

Article H

UNESCO shall, where it deems appropriate, furnish the Author with page proofs of the Work (or retyped manuscript where composition is done by computer or similar means) and the Author shall read, revise (if necessary) and return said proofs promptly. If revisions in the proofs, retyped manuscript or plates are made at the Author's request other than to correct printer's or editor's errors or additions (for which UNESCO shall pay) the cost of such revisions in excess of 5 % of the cost of composition shall be charged to the Author.

Article I

UNESCO shall not be bound to publish the Work.

The granting of rights specified in Article E bears no impact upon the moral rights vested with the Author, save as expressly provided.

UNESCO may, upon request, authorize the Author to publish or use the final draft of the Work under such conditions as UNESCO shall determine, subject to any obligations that UNESCO might have undertaken concerning the Work, and provided that UNESCO shall remain the copyright proprietor of the Work.

Article J

Unless otherwise provided herein, the Author shall bear all expenses involved in preparing the Work in the form specified in Article I of this contract and shall purchase any insurance which may be necessary in respect to any loss, injury or damage occurring prior to its receipt by UNESCO.

Article K

The Author shall not be considered as an agent or a member of the staff of UNESCO, nor shall he be entitled, except as may otherwise be provided herein, to commit UNESCO to any expenditure or other obligations.

ANNEX III – Terms of Reference (TOR)

Sexuality Education Expert (curriculum and / or child development) to update the Topics and Learning Objectives of *The International Technical Guidance on Sexuality Education: An evidence-informed approach for schools, teachers and health educators (Volumes I and II)*

Objective of Consultancy: To update, edit and revise the Topics and Learning Objectives contained in Volume II of the *International Technical Guidance on Sexuality Education*

Expected dates: February – April 2017 (part-time)

Background

Published in 2009 by UNESCO, in partnership with UNAIDS, UNFPA, UNICEF and WHO, the [*International Technical Guidance on Sexuality Education \(ITGSE\): An evidence-informed approach for schools, teachers and health educators*](#) was developed with the aim of assisting education, health and other relevant authorities to develop and implement school-based sexuality education materials and programmes. The ITGSE defines sexuality education as “an age-appropriate, culturally relevant approach to teaching about sex and relationships by providing scientifically accurate, realistic, non-judgmental information”.

The publication was released in two volumes: Volume I, which focuses on the rationale for sexuality education and provides sound technical advice on characteristics of effective programmes; and Volume II, which focuses on the topics and learning objectives to be covered in a ‘basic minimum package’ on sexuality education for children and young people from 5 to 18+ years of age and includes a bibliography of useful resources.

From 2009 to the present, the ITGSE has served as a voluntary and non-mandatory resource that is globally applicable, while easily adaptable to local contexts. Its intended audience is education, health and other relevant authorities with responsibility for developing, funding and/or implementing sexuality education materials and programmes. Stakeholders working on the issues of quality education, sexual and reproductive health, adolescent health or gender equality (among other themes) have progressively been included the target audience because of their important role in advocating for the delivery of sexuality education and supporting the delivery of programmes through funding or technical assistance.

Since the original publication, UNESCO, several UNAIDS cosponsors and other international partners have advocated for ‘comprehensive sexuality education’ (CSE) for all children, adolescents and youth, and as an essential component of quality education. Many member states have highlighted sexuality education as a priority within their national programmes and policies – often using different names for the programme but with the objective of improving health education; addressing sexual and reproductive health (SRH) issues such as HIV and early pregnancy; as well as having an important role in promoting gender equality and addressing gender-related discrimination or violence.

Rationale

In recognition of the evolving domain of CSE, UNESCO, with UN and other partners, has embarked on a multi-phase process of reviewing and updating the content of the ITGSE in order to respond to the contemporary needs of young learners, to reflect new evidence and to provide support for education systems and practitioners in addressing those needs.

The updated ITGSE is intended to provide the best available, evidence-informed guidance on comprehensive sexuality education, derived from quality research and lessons learned from implementing sexuality education programmes across diverse education settings. The revised edition will also capture new thinking on the scope and position of sexuality education in the Education 2030 agenda, and its relevance to the achievement of multiple SDGs goals, noting in particular goal 4 on quality education, goal 3 on good health and wellbeing and goal 5 on gender equality.

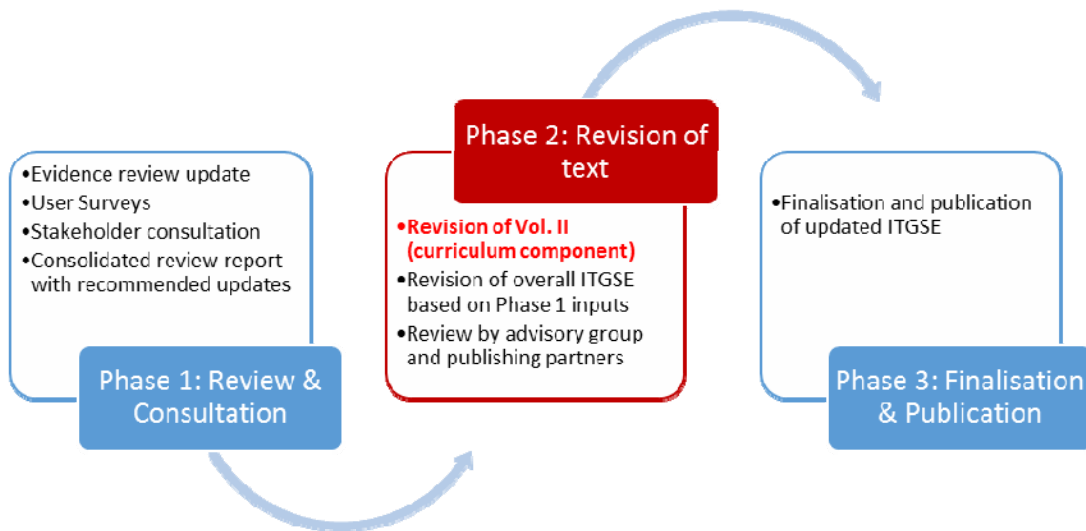
The updated ITGSE will retain its key features and purposes that have been demonstrated to be of use to its audience, but will benefit from new text, additional evidence and editing of components that are no longer relevant or correct. The profile of the ITGSE as a voluntary and non-mandatory global resource will be maintained, along with its targeted audiences. The updated ITGSE will be published by an expanded set of UN partners in 2017, namely UNESCO, UNAIDS, UNDP, UNFPA, UNICEF, UN Women and WHO.

As part of this multi-phase update process, UNESCO has already commissioned an evidence review, conducted an online survey, convened a consultation meeting among key partners and stakeholders and has a consolidated report of these inputs. A CSE Advisory Group has been established to provide guidance and inputs throughout this process. The revision of the Guidance will therefore be based on the findings documented in the review report, along with the inputs of the CSE Advisory Group including the UN publishing partners.

To fulfil the intention of providing concrete guidance for the development of locally adapted curricula, Volume II of the ITGSE presents a series of topics and learning objectives that are structured across four age groups. As stated in the ITGSE Volume II, the goals of the topics and learning objectives are to:

- provide accurate information about topics that children and young people are curious about and about which they have a need to know;
- provide children and young people with opportunities to explore values, attitudes and norms concerning sexual and social relationships;
- promote the acquisition of skills; and
- encourage children and young people to assume responsibility for their own behaviour and to respect the rights of others.

The ITGSE is not a curriculum framework, but a globally relevant guidance document that can be used by curriculum developers and others, to develop nationally or regionally relevant curricula based on international evidence and good practice.



To advance the work on the update process, UNESCO is seeking the technical expertise of a sexuality education expert (or specialist in human development and sexual health) to review the ITGSE Volume II - with emphasis on the topics and learning objectives, propose areas for update and draft new text that will input into an overall writing exercise to revise the current edition of the ITGSE.

Scope of Work

The consultant(s)¹ expert will review and assess the current ITGSE Volume II to identify gaps and areas of content that require updating. Based on desk review, potential key informant interviews and reports produced in earlier phases of the work to update the ITGSE, the consultant shall propose changes to the ITGSE Volume II and produce original work that will bring the content of this volume up-to-date, in keeping with the conceptual framework for, and objectives of CSE and the intended purpose and audience of the ITGSE. Particular emphasis will be placed on ensuring the accuracy, appropriateness and relevance of the key concepts, topics and learning objectives that are presented in this volume.

The proposed updates and original text that are drafted by the consultant will feed into a larger piece of work to revise the ITGSE in its entirety.

Expected Tasks

The consultant expert will carry out the following tasks:

1. Define an overall approach to the work that takes into account the processes for conducting the desk review and producing the updated content of the ITGSE Volume II, and which includes the agreements of a preliminary meeting with UNESCO.

¹ This consultancy is open to individual consultants or organisations with the relevant experience and offering value for money.

2. Conduct a desk review to identify and synthesize, evidenced-informed conclusions, expert recommendations and current practice on core learning outcomes and teaching content of curriculum-based CSE, appropriate to age and/or developmental level of learners aged 5 to 18+.
 - a. The desk review should reference, *inter alia*: global/ regional standards, frameworks or guidelines for curriculum-based sexuality education; evaluated national curricula from a range of geographical contexts; and, peer reviewed research on curriculum components of effective sexuality education programmes targeting adolescents and youth.
 - b. The desk review is intended to respond to the questions of **what** essential content should constitute curriculum-based sexuality education that can be considered comprehensive; **why** such content should be considered essential and the basis on which it should be included; **what age** the content should be delivered; and, to a lesser extent, **how** such content has been or could be delivered in school-based or other curricula, with comments on the appropriate pedagogical approaches to support such delivery.
 - c. Where relevant, the desk review shall draw on and further elaborate the findings and recommendations of the evidence review conducted in the preceding phase of the ITGSE update process.
3. Conduct key informant interviews as necessary to supplement the findings of the desk review.
4. Review, in detail, the narrative of the existing ITGSE Volume II, in particular Chapters 1 through 5, and, based on the desk review and key informant interviews, identify gaps and areas of content that require updating.
5. Review, in detail, the key concepts, topics and learning objectives in Chapters 6 and 7 of the current ITGSE Vol II in order to critically assess:
 - their adequacy, appropriateness and relevance, given the goals and objectives of CSE; the coherence and presentation of the content that will target educational practitioners, primarily but not exclusively in formal education settings;
 - that these are aligned with best available evidence and expert consensus on core content of curriculum-based sexuality education programmes, based on a life-cycle approach to learning and development of children, adolescent and youth;
 - any gaps that need to be filled to reflect the evolution of the domain of CSE and the vision of education in developing learner's knowledge and skills outlined in SDG 4 to ensure inclusive and quality education for all and promote lifelong learning.
6. Develop an outline of proposed changes to the ITGSE Volume II, with emphasis on this volume's key concepts, topics and learning objectives, in order to bring up-to-date, the structure, scope, sequence and content of the entire volume. The proposed updates should ensure that the guidance provided by the ITGSE Volume II reflects and fulfils the agreed conceptual approach to, and objectives of CSE.
7. Draft new text to update and produce contemporary global technical guidance on the core content of curriculum-based sexuality education programmes, as presented in Chapters 5, 6 and 7 in the current ITGSE Volume II. This updated content should be based on the consolidated results of the desk review and any key informant interviews; feedback of the CSE Advisory Group; evidence review report of the earlier phase of the ITGSE update process; and, recommendations of the ITGSE October, 2016 consultation in Paris. In drafting the new content, the consultant is reminded to communicate in language that can be understood by a general audience, while maintaining an education approach that is recognized by curriculum developers and that can be utilized, as necessary, by the classroom teacher. The new content and language used to communicate it should be factual and sensitive to the diversity of

geographical contexts in which CSE is delivered; simultaneously, it should represent a 'minimum package' of essential content that can guide the development of locally adapted CSE curricula and national programmes.

The writing of the overall updated ITGSE, comprising both Volumes I and II will form the subject of a separate consultancy contract in 2017. The deliverables of this present consultancy will therefore constitute a significant input into that overarching assignment, to produce a final product of the updated ITGSE.

Key Deliverables

The consultant expert will produce the following deliverables:

- Inception report that includes an overall approach to carrying out the expected tasks;
- An initial draft narrative report on the desk review and a draft outline of proposed updates to the ITGSE Volume II, for review and feedback of UNESCO and the CSE Advisory Group;
- A final, revised narrative report on the desk review and draft updates to the ITGSE Volume II, including original text;
- A revised ITGSE Volume II with updated and original text.

All deliverables will be submitted in the English language.

Time frame

The consultant expert will be contracted for the period February to May, 2017.

Reporting and Management

The consultant contract will be managed by the Section of Health and Education at UNESCO HQs in Paris, with direct reporting to the Team Leader on Sexuality Education, Sexual and Reproductive Health and Gender Equality. As needed, the consultant expert will liaise, through UNESCO, with members of the CSE Advisory Group and the consultant expert/s recruited by UNESCO to write the updated content of the ITGSE.

Contents of Technical Proposal

Expertise of organisation / individual

The following qualifications and skills are mandatory:

- Advanced academic degree in a related field (preferably education, child and adolescent development, international development, public health promotion/ health education, gender);
- At least 5 years' professional experience in curriculum development for sexuality education;
- Excellent writing and communication skills, as evidenced by recent example(s) of work to demonstrate writing style and approach to technical writing.

The following skills and experience are desirable:

- At least 10 years' experience in one or more of the following fields: child and adolescent development; sexual and reproductive health education programmes for young people.
- Strong skills in research, analysis and synthesis of findings and in stakeholder interviewing;
- Familiarity with teacher education and government education systems;

- Experience of working with UN organisations and understanding of the style and nature of UN Guidance;
- Demonstrated ability to synthesise and work with feedback from a range of reviewers.

All applicants, individual or organizational, are requested to provide a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

Proposed workplan and approach

- Approach to the required tasks that demonstrate the understanding of the objective and requirements set out in the Terms of Reference
- Technical quality of methodology that ensures efficiency and cost-effectiveness of the tasks
- Clear strategy to collaborate with key stakeholders and partners involved in the update process of the ITGSE to ensure successful implementation of the tasks
- Clear strategy to incorporate documented inputs and products from earlier phases of the update process of the ITGSE
- Overall clarity – clear presentation of a realistic work plan with specific treatment of key deliverables and priorities and clear repartition of tasks amongst team members, where applicable. Include the number of person-working days in each specialization considered necessary to carry out all work required.

Contents of Price Proposal

The price schedule, indicating the overall cost of the assignment, appropriately itemized, should be submitted separately from the Technical Proposal, via separate email, according to the directions provided on the cover page of these Solicitation Documents.

Please note that submissions which do not meet all the above requirements will not be reviewed.

ANNEX IV – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

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

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

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

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

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised
Signature:

Date:

ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule **as a separate file** from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 20.
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	N° of Consultants	N° of days	Rate per day [Currency/ amount]	Total [Currency/ amount]
1. Remuneration				
1.1 [reflect each position required for your consultancy]				
1.2				
1.3				
1.4				
1.5				
1.6 Other (specify):				
Description of Activity/Item	Number		Rate [Currency / amount]	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)				
			Total	

ANNEX VI – Vendor Information Form

General Information

Company / Individual Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company / individual experience:	
Main countries/regions:	
Past Contracts with other UN organizations:	

References: Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			