



United Nations  
Educational, Scientific and  
Cultural Organization

## REQUEST FOR PROPOSAL – RFP Services

**Ref: (ToT Leadership SH/ED/2020 – 2021)**

(Please quote this UNESCO reference in all correspondence)

Date Septembre 11, 2020

Dear Sir/Madam,

You are invited to submit an offer for **ToT Leadership and Management of TVET Institutions Capacity Building Consultancy** 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, with a cover letter in English Via Email to UNESCO Beirut Office: [procurement.bei@unesco.org](mailto:procurement.bei@unesco.org) no later than **7 October, 2020** midnight (Beirut time). Please label the subject line Ref.: "**ToT Leadership SH/ED/2020 - 2021**".

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.

For any requests for clarification, please contact: [procurement.bei@unesco.org](mailto:procurement.bei@unesco.org)

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For and on behalf of UNESCO Beirut Office  
Hamed Al Hamami  
Director, UNESCO Regional Bureau for Education in  
the Arab States  
UNESCO representative in Lebanon and Syria

## ANNEX I – Instructions to Offerors

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

### A. INTRODUCTION

#### 1. General

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

#### 2. Eligible bidders

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

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

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

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

#### 3. Fraud and corruption

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

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

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

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

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

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

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

UNESCO will:

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

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

#### **4. Cost of Proposal**

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

### **B. SOLICITATION DOCUMENTS**

#### **5. Contents of Solicitation Documents**

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

#### **6. Clarification of Solicitation Documents**

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

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

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

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

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

## **C. PREPARATION OF PROPOSALS**

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

### **8. Language of the Proposal**

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

### **9. Documents Comprising the Proposal**

The Proposal shall comprise the following components:

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

### **10. Proposal Form - Presentation of the technical proposal**

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

#### **10.1. Description of the firm/institution and its qualifications**

##### (a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

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

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

##### (b) Resource Plan

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

#### **10.2. Proposed Approach, Methodology, Timing and Outputs**

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

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

#### **10.3. Proposed Personnel**

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

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

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

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

#### **11. Price Proposal**

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

#### **12. Proposal currencies**

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

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

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

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

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

#### **15. Payment**

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

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

#### **16. 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 UNESCO 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 17 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offeror.

The first inner envelope shall be marked **Technical Proposal** and contain the information specified in Clause 10 above, with the copies duly marked "Original" and "Copy".

The second inner envelope shall be marked **Financial Proposal** 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, UNESCO will not assume responsibility for the Proposal's misplacement or premature opening.

#### **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 Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach	400			
3.	Personnel	100			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

### Financial Proposal Evaluation Form

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

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

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

An example:

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

## F. AWARD OF CONTRACT

### 24. Award criteria, award of contract

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

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

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

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

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

## ANNEX II – General Terms and Conditions for Professional Services

### 1. LEGAL STATUS

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

### 2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO 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 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. 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 or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

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

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. 8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

### 9. ENCUMBRANCES/LIENS

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

### 10. TITLE TO EQUIPMENT

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

### 11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

### 12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO 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 any abbreviation of the name of UNESCO in connection with its business or otherwise.

### 13. 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.

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

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



responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### 15. TERMINATION

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

#### 16. SETTLEMENT OF DISPUTES

##### 16.1 Amicable Settlement

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

##### 16.2 Arbitration

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

#### 17. PRIVILEGES AND IMMUNITIES

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

#### 18. TAX EXEMPTION

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

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

#### 19. CHILD LABOUR

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

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

#### 20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention 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.

#### 23. SECURITY

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

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

#### 24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

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

## ANNEX III – Terms of Reference (TOR)

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# ToT Management of TVET Institutions Programme For the Arab States Human Capacity Development and Leadership

## Consultancy Terms of Reference (TOR)

### Rationale

#### Introduction

In line with the 2030 Sustainable Development Goals, and its 2016-2021 TVET Strategy<sup>1</sup>, UNESCO promotes TVET as an integral part of education, which is a human right and a building block for peace-building and inclusive sustainable development. With its humanistic and holistic approach to education, UNESCO strives to support the efforts of Member States to enhance the relevance of their TVET systems and equip youth and adults with skills required for employment, decent work, entrepreneurship, and lifelong learning.

TVET is considered a powerful tool to prepare youth for the labour market and provide lifelong learning opportunities to adults and plays a strategic role in the achievement of the 2030 Agenda for Sustainable Development. Its targets encourage a vision of TVET that supports the transition towards inclusive and sustainable societies and economies, which implies the need for TVET systems to develop, transform and adapt to remain relevant.

#### TVET management

All governments want their TVET systems to be responsive, effective and cost-efficient. One way to guarantee this is by ensuring the effective management of the system. Besides, it is generally agreed that a modern and responsive TVET system needs to take into account current and expected socio-economic conditions including labour market demand, the needs of both the formal and informal sector in relation to employment, and the professional capacity of TVET teachers and instructors.

Therefore, effective governance and management are key issues for the TVET sector. In many countries, the management of TVET institutions utilizes a significant portion of their budget allocated to the TVET system. In addition, TVET institutions require highly qualified management teams while the budgets are being cut. Correspondingly, practice has shown that institution can be economically effective, flexible and responsive to labour market demand changes only if the management team has enough autonomy.

This is why the management of public and private training organizations needs to be improved to effectively deliver quality education and training. This in turn requires the institution's management, supervisory boards, employers, and governments to have a clear understanding

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<sup>1</sup> <https://unesdoc.unesco.org/ark:/48223/pf0000245239>

of what needs to be done in order to achieve long-term goals in building a modern system of TVET institutions.

### Leadership and Capacity Building in TVET

The world keeps changing at a rapid rate especially with the recent COVID-19 pandemic that has laid its weight on different countries. This is characterized by ever-faster innovation cycles, disruptive technologies, digitization and challenges posed by demographic and global environmental change. As economic, technological and social developments constantly evolve and diversify, so does the skill requirements in the workplace and society.

Nevertheless, TVET systems and institutions worldwide are struggling to anticipate these changing requirements and to initiate the change processes that are needed for countries to stay connected to global developments, for economies to become or stay competitive, and for societies to remain inclusive.

For such change processes to be successful and sustainable, they must be driven from the inside - by national or local leaders who have a thorough understanding of the respective national policies and context.

Therefore, a Leadership programme could build the capacity of such TVET professionals to become effective change agents in their institutions and countries. Such a programme would develop three key dimensions, which leaders in TVET need to combine to be effective: vision for change, knowledge for change, and skills for change.

### Focus and Objectives

The programme will focus on equipping participants with modern management and leadership practices, to ensure that the institutions, which they lead, can effectively deliver quality education and training and to prepare the vocational training centers to face the challenges of the future work. Beside the high quality of the training delivery, productive relationships with the private sector largely rely on the leadership of TVET managers who know how to network and develop relevant, high quality TVET programmes by involving a range of stakeholders

The specific objective of this training is to identify opportunities for improvement in the management of education and vocational training institutions through the development of the technical, analytical, leadership and managerial capacities of its directors and managers, thus contribute to enabling the evolution of the management of the vocational training centers, making them more sustainable and support them to generate value for society and the labor market. Its goal is to improve the quality of TVET institutions to produce competent and highly skilled workforce. The programme will equip participants with the skills to effectively lead change knowing that students' learnings improved in institutions with competent leadership and management.

For this reason UNESCO, will be contracting a consultant/contractor/firm to deliver the above-mentioned business development services.

### Audience

Senior and middle managers from TVET providers including practitioners and TVET principals, lead teachers and training coordinator of public and private training institutions, international NGOs working in the field, and youth NGOs as well as industry experts/human resources managers.

**SCOPE OF WORK OF THE ASSIGNMENT:**

The consultant/contractor will be performing the following tasks:

- Develop and share the training material for all modules following the content that will be shared by UNESCO ;
- Facilitate all sessions of the different modules including, discussions and the focus group meetings;
- Prepare and share the agenda for each module and schedule of workshop;
- Deliver 10+ days of training (3-4 hours/day via online sessions);
- Undergo a 10 days of preparation;
- Perform online sessions as well as personal follow up on the ground ;
- Elaborate and submit a report including the outputs of the training with follow up recommendations;
- Develop practical assignments that will highlight the learning and knowledge gained from the training.

**Expected Output/Deliverables:**

Reference Article	Deliverables	Due Date (Tentatively)	Remarks
1	<i>Workplan</i>	October 2020	
2	<i>Develop, disseminate and analyses Survey/questionnaire (TNA) for the selected participants</i>	October 2020	
3	<i>Module developments (1-...10)</i>	October – November 2020	
4	<i>ToT training delivery / online sessions 1-10 Including Sessions reports And detailed lists of participants</i>	November – December 2020	
5	<i>Progress Report/s (Final reports)</i>	December 2020	
6	<i>Report on Practical assignments and success stories</i>	January 2021	

NB: Reporting, discussions and focus group meetings are included.

- **A report after each training module;** including, objective, list of participants, agenda and detailed report on the on-line training conducted.
- **Monthly report:** the incumbent will submit a monthly technical report detailing the tasks conducted during the reporting period as well as the next steps and foreseen activities. The monthly report will be submitted within five days of the following months;
- **October – January 2021:** Progress reports which includes, Preparation and delivery of training and final reports.

On completion of the programme, the participants should be able:

- To link new knowledge on managing resources and on public private partnership;
- To build the capacity of TVET participants on remote learning pedagogy, the use of ICT as a teaching and learning tool; including online learning, blended learning, etc;
- To build up a cooperation network of vocational training providers and the private sector;
- To analyse their own institution and identify levers of change initiatives;
- To apply new methods and instruments for managing TVET institutions in line with identified change needs;

- To use cooperative and peer learning techniques for supporting change processes;
- To identify their roles and responsibilities for improving the quality of teaching, learning and management practices in their institutions;
- To strengthen the understanding of management and leadership reviewing the management of vocational training centres from a quality based perspective;
- To examine management challenges related to vocational centres;
- To develop a thorough understanding of the centre's role in skills development, skills assessment and recognition and transition from school to work process;
- To plan strategically for short-term as well as long-term goals and develop monitoring and evaluation tools to measure achievement;
- To reflect critically on their existing relationships with stakeholders and take the actions needed to develop the partnerships necessary to implement reform initiatives;
- To evaluate the actions needed to achieve greater effectiveness, efficiency and sustainability for their training centers;
- To provide a conceptual framework for analyzing their own institution and to sensitise them to the necessities, requirements and pitfalls of change processes in TVET institutions and how to manage them;
- To offer instruments and tools for institutional and human resource development, financial and administrative management and methods for monitoring and evaluation, quality assurance, facilitating the management of TVET institutions;
- To elaborate an action plan;
- To ensure that high quality provision exists to develop the knowledge, skills and attitudes required to provide effective school leadership;
- To improve the skills of the TVET key stakeholders in the Arab region to effectively deliver quality TVET.

## REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The senior consultant/contractor/firm must have:

- An advanced relevant graduate degree (MSc, MA, or PhD), in TVET related subject, education or any other relevant area from a reputed university,
- Extensive experience in the field of Technical Vocational Education and Training (TVET).
- 10 years minimum experience in the field of TVET in conducting Training of Trainers (ToT), capacity development and pedagogy for TVET Seniors and Managers, with expertise on TVET policy reviews/briefs, reforms, analysis and reporting, schools management, financing and optimization, including techniques in participatory research, surveys, data collection and analysis;
- Experience in development and delivery of quality assurance frameworks, competency based training (CBT);
- Know-how of conducting face to face and online related training of trainers (ToT);
- Extensive experience in the thematic area to be covered, including the following: ToT in Leadership and management of TVET institutions, Financing and Optimization of TVET institutions;
- At least 7 years of relevant work experience in the management and leadership of TVET programmes and services in Arab region or elsewhere;

- International and national experience in reviewing TVET and skills development policies and programmes;
- Strong background and experience in skills development and the engagement of the private sector in education, including a proven track record of accomplishments in this type of work;
- Development of/ training in Quality Assurance, monitoring and evaluation in TVET;
- Strategic institutional planning and management in TVET;
- Knowledge of and experience on working with government ministries, UN system, private sector and development agencies/partners will add value;
- Training on /Developing of and adaptation of NQFs;
- Experience in undertaking research studies and writing policy briefs;
- Should also have strong supervisory and research skills;
- Experience with multi-disciplinary teams. Core Competencies.

As well as any relevant experience in designing and implementing capacity development and training

The consultant/contractor must have demonstrated a high level of proficiency in:

- Working with multi-disciplinary teams, preferable in the Arab region;
- Analyzing labour market and/or economic data and producing reports;
- Possessing advanced computer application skills, data management, reporting and presentation skills are essential for the functions of the job;
- Having extensive knowledge of the region and its knowledge-related challenges and priorities;
- Strong analytical and synthesis skills;
- Working independently and achieve quality results with limited supervision and within tight schedules;
- Consulting with various stakeholders (including governments, business/employer and labour/employee organizations);
- Developing and conducting capacity development and training in related to TVET, leaderships, management of TVET institutions, etc.

#### Language Requirements

- Fluency in written and spoken Arabic and English is required;
- Excellent drafting skills with a sound publishing record (in Arabic);
- Excellent command of spoken and written English including Arabic (in particular, drafting and writing skills) of English;
- Developing and delivering reporting.

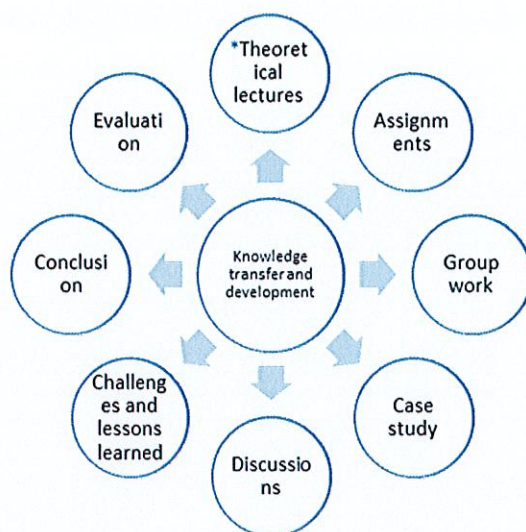
#### **Training methods and approach:**

The Consultant/contractor should be following the following training approach

- Proactive: Learning by doing
- Responding to demand: Training should respond to the needs of the end-users and institutions
- Integrated: Capacity building activities should reflect and support activities already underway

- Sustainable : Training sessions are time limited, however by creating a network of trainers one can ensure that the impacts of the training session are maintained

Knowledge transfer and development through:



#### *\*Thought on –line and distance learning*

The consultant/contractor should deliver the training following a two-tiered approach: the first is to provide participants with a good theoretical basis from which to approach the issues, the second is to allow participants to apply this knowledge through practical exercises and group work.

Background documents and power point presentations should be available to introduce and explain each theme, as well as a detailed bibliography and list of internet resources to assist those interested in acquiring further information on the subject.

The consultant/contractor should prepare the innovative online sessions according to a learner-centered approach in order to better involve participants and keep them motivated. The training should be highly interactive and engaging using different methods to make the content interesting relevant and entertaining.

A participatory approach will be applied during the on-line training. Participants will be involved with the discussions, cases presentation as well as real life situations from their daily work.

#### **TIMEFRAME FOR COMPLETION OF DELIVERABLES**

Start date: October 15 2020

End-date: January 31 2021

The senior consultant/contractor/firm is expected to work in his/her residence and carry out the assignment in close consultation and collaboration with UNESCO team.

#### **DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

Interested individual consultants/contractors/firms must submit the following documents/information to demonstrate their qualifications:

- Proposal:
  - a) Explaining why they are the most suitable for the work;
  - b) Provide a brief methodology on how they will approach and conduct the work (if applicable);
- Financial proposal;

- Personal CV including past experience in similar projects and at least 2 references.

**Criteria for Selection:**

The consultancy/contractor/firm will be selected based on best value for money,

- his/her demonstrated qualification and related professional experience, with proven records:
  - training expertise;
  - TVET research and capacity development;
  - similar TVET consultancy works as evidenced by profile;
  - TVET policy reviews and developments;
  - certification (s);
  - institutional and human resources development;
  - assessment and research;
  - CV(s) and recent work;
- his/her technical and financial proposal.



## ANNEX IV – Proposal Submission Form

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**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 VI – Vendor Information Form

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### General Information

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

### Expertise of the Bidder

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

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

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