

**REQUEST FOR PROPOSAL – RFP  
Services**Ref: **11.20/2023/..**

(Please quote this UNESCO reference in all correspondence)

Date 17/**12/2023**

Dear Sir/Madam,

You are invited to submit proposal for implementation of “Integrated Literacy and Livelihoods Skill Training for Rohingya Refugee Youth (age 18-24 years) in Cox’s Bazar District, Bangladesh” 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 Bidders
Annex II	General Conditions of Contract
Annex III	Terms of Reference (TOR)
Annex IV	Template for Technical Proposal
Annex V	Proposal Submission Form
Annex VI	Price Schedule Form
Annex VII	Vendor Information Form

Your proposal comprising of technical proposal and financial proposal, in separate **password-protected** pdf documents, should reach the following address **no later than 16:30 (Bangladesh Time) on 27/12/2023 ONLY** by email to [procurement.dhaka@unesco.org](mailto:procurement.dhaka@unesco.org).

Head of Office and UNESCO Representative to Bangladesh  
House 122, Road 1, Block-F  
Banani, Dhaka 1213, Bangladesh

## **ANNEX I – Instructions to Bidders**

*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 Password Protected 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 NGOs 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 bidder 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 Bidder 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 Bidder 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 Bidder’s risk and may affect the evaluation of the Proposal.

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

A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation’s 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 three days 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 prospective Bidder(s).

#### **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 Bidder, modify the Solicitation Documents by amendment.

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

In order to afford prospective Bidders 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 bidders 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 Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and UNESCO shall be written in English. Any printed literature furnished by the Bidder maybe 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:

- Proposal Submission Form (Annex IV)
- Technical Proposal (Annex V) aligned with the outcome, output and activities stipulated in the ToR (ANNEX III)
- Financial proposal in excel form in line with the prescribed template aligned with the technical proposal (Annex VI);
- Vendor Information Form (Annex VII)
- Updated organizational profile;
- Latest annual programme report;
- Annual financial audit report for most recent two years;
- Proposed personnel (CVs of key three personnel to be involved in the project). Each of the CVs should not exceed two pages but focussed on the relevant experience;
- Documents in support of existing bank accounts (i.e. bank certificate), company/agency profile and copy of registration, as relevant in country of registration;
- Submit at least two examples of recently implemented/ongoing projects with evidence. **(Either give the link or the page of each example is not exceeding 3 pages)**

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

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

##### **10.1. Description of the bidder/organization and its qualifications**

###### **(a) Management Structure**

This Section should provide corporate orientation to include the bidder's/organization'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.

The bidder/organization 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 bidder should identify the person(s) representing the bidder in any future dealing with UNESCO.

The bidder is to provide supporting information as to bidder's/organization's technical reliability, financial and managerial capacity to perform the services.

The bidder must be individual agency/organization (NGOs in Bangladesh) and there is no provision of submitting proposal in a consortium mode. The bidder should directly implement the planned activities instead of subcontracting/engaging/offering to other NGO/agency/organization.

Bangladeshi NGO should be registered with competent authority in Bangladesh. Furthermore, the bidders should describe in the proposal whether they need permission from NGO Affairs Bureau to receive funds/grants from UNESCO.

(b) Resource Plan

This Section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Bidder's current capabilities/facilities/training centres/training centres (if available please submit the list of livelihoods training centres) in Rohingya Refugee Camps in Cox's Bazar (preferably in Rohingya Refugee Camps in Ukhiya Ulpazila) and any plans for their expansion.

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

This section should demonstrate the Bidder'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 bidder 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 Bidder'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 Bidder shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet (prescribed price schedule/ budget template), the prices of services it proposes to supply under the contract, if selected. The price proposal must be protected with password.

**12. Proposal currencies**

Your separate price proposal must contain an overall quotation in a single currency. All prices shall be quoted in Bangladesh Taka (BDT).

**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 Proposal shall be signed by the Bidder 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 Bidder, 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 and deliverables submitted by the contractor for services provided.

## **D. SUBMISSION OF PROPOSALS**

### **16. Password protected softcopy of proposals**

The Bidder shall protect the softcopy of Proposal with password, as detailed below.

(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 within the time and the date specified pursuant to clause 17 of Instructions to Bidders.

(b) The **Technical Proposal** shall be a password-protected PDF document.  
The **Financial Proposal** also be password protected PDF document duly identified as such.

After the closing date, UNESCO will request both passwords (the password for the Technical Proposal and the password for the Financial Proposal)

### **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 Bidder 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 Bidder 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).

**EVAUATION OF TECHNICAL AND FINANCIA PROPOSAL  
HIGHEST TOTAL SCORE OF WEIGHTED TEHCHNICAL AND FINANCIAL CRITERIA**

The price proposal of all bidders, who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the bidder 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 bidder / organization		
			A	B	C
<b>1.</b>	<b>Expertise of bidder / organization submitting Proposal</b>	<b>270</b>			
1.1	<p>It is mandatory for bidder to have minimum 3 years of experience in working with education for Rohingya Refugee and host community and minimum 10 years of = global/ international/national experience of implementing education programmes for crisis-affected population.</p> <p>Any bidder who does not meet the minimum requirements will be eliminated from the selection.</p> <p><i>[The bidder/organization should be registered with competent authority of Bangladesh/legal permission for working in Bangladesh]</i></p> <p><i>[Bidder with less than indicated years of experience will be disqualified]</i></p>	15			
1.2	<p>To what extent the bidder has evidence-based assurance that the bidder has capacity to operate at least 20 Learning facilities (learning centres) in Rohingya Camps until March-2024 with support from other donors/own capacity/internal arrangement with other agencies.</p> <p>Any bidder who does not meet the minimum requirements will be eliminated from the selection.</p> <p><i>[There will be no provision of establishing Learning Facilities/centres under UNESCO supports because UNESCO support is not for conducting day-to-day learning sessions directly with children. UNESCO support will be for strengthening capacity of teachers, parents/caregivers, community leaders/Majhis, education managers/government officials etc. through the LC/LF of other agencies]</i></p>	40			
1.3	<p>To what extent the bidder has evidence-based experience in working with government institutions in Host Community (Ukhiya and Teknaf Upazila) of Cox's Bazar such as Non-Formal Schools, education offices, local administration, local government and School Management Committee (SMC).</p>	40			

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of bidder / organization		
			A	B	C
	<i>[UNESCO supports will be for strengthening capacity of teachers, education managers, parents/caregivers, community leaders, education managers/government officials for strengthening access, inclusivity, quality, meaningful community engagement through parenting education, and training/ orientation for gender and crisis-sensitive education planning, management and coordination.]</i>				
1.4	To what extent the bidder has evidence-based adequate infrastructure (office, training centre, equipment, vehicle support, logistics etc. at Ukhiya, Teknaf and Cox's Bazar District.  <i>[There will be no provision to use UNESCO supports for purchasing vehicle, equipment etc.]</i>	40			
1.5	To what extent the bidder has the evidence-based demonstrated experience in Literacy and Livelihoods Skills Training for economic empowerment of youth	55			
1.7	To what extent the bidder has evidence-based demonstrated experience in managing training centres and organizing/providing training to teachers' /administrators' their professional development	40			
1.8	To what extent the bidder has demonstrated capacity and experience of the organization to manage large grants, including fiduciary and programme coordination/ management aspects [min 2 most recent audit reports considered an asset].	20			
1.9	Knowledge and understanding of the context of UNESCO and/or the United Nations system including World Bank Group [min 2 good references considered an asset]	20			
<b>2.</b>	<b>Proposed Work Plan and Approach</b>	<b>360</b>			
2.1	To what extent each of the illustrative questions in the TOR addressed and / or elaborated in the proposal?  <i>[The proposal should be elaborated considering the key activities as per TOR based on bidders' own interpretation (i.e. assumption that impact the proposal) as well as strategies in achieving the expected outcomes and stakeholders to be involved in the different activities].</i>	160			
2.2	To what extent does the proposal reflect a feasible and sound methodology, considering the limitations and risks of each tool?  <i>[The proposal should be elaborated considering the key activities as per TOR based on bidders' own interpretation (i.e. assumption that impact the proposal) as well as strategies in achieving the expected outcomes].</i>	90			
2.3	To what extent, the proposal included realistic workplan with specific treatment of key deliverables and priorities and also clear repartition of tasks amongst team member	30			

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of bidder / organization		
			A	B	C
2.4	To what extent the comparative advantages, management structure and financial management related issues elaborated.	50			
2.5	To what extent potential risk analysis and risk mitigation strategies identified and elaborated	30			
<b>3.</b>	<b>Personnel (CVs of three key personnel such as team leader, gender/inclusion expert and advocacy expert particularly for dealing with government and other stakeholders)</b>	<b>100</b>			
3.1	<b>Team Leader/Project Manager under proposed proposal:</b> Professional experience in specialization field	40			
3.2	<b>Deputy team leader or expert -1/Designation as appropriate:</b> Professional experience in specialization field	30			
3.3	<b>Deputy team leader or expert -2/ Designation as appropriate:</b> Professional experience in specialization field	30			
<b>Sub-total for Technical Evaluation (1+2+3)</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 Bidders 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:  $[\text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} * \text{total points obtainable for financial proposal}]$

#### **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 Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Bidder 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 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: <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 the Contract.

### 25. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably

cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

### 26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

**Definitions.** For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

- (a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.
- (b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.
- (c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

**Reporting of allegations to UNESCO.** The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

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

### 27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

**ANNEX III**

**Terms of Reference (ToR)  
for  
Livelihoods Skill Training  
For  
Rohingya Refugee Youth and Adolescents in Cox's Bazar**

**1 Background**

As of 31 May 2023, 961,175 Rohingya refugees resided in Cox's Bazar and on the island of Bhasan Char, of which 52% were children and 52% were female. Taking into consideration the trend in birth and mortality rates, Bangladesh is expected to host around 977,800 Rohingya refugees by the end of 2023.

Literacy is a key component of youth and adult learning and education, which allows a person to engage in lifelong learning and participate fully in the community, workplace and wider society.<sup>1</sup> Literacy includes the ability to read and write, to identify, understand, interpret, create, communicate, and compute, using printed and written materials, as well as the ability to solve problems. **In this humanitarian context, literacy is a precondition for the refugees to access technical vocational learning**, to further develop life skills and to make effective and safe use of the skills gained.

In August 2022, the Government of Bangladesh endorsed two sets of frameworks comprising one relating to refugee vocational skills development and the other to refugee volunteering services within the camps. The National Skills Development Framework for Rohingya Refugees and Host Communities opened space for building the capacity of refugees by developing skills which are portable, commensurate with livelihood opportunities in Rakhine State and in support of their voluntary return and sustainable reintegration in Myanmar. Volunteering services allow refugees to utilize skills gained within the camps by becoming engaged with implementing partners' activities or through the relevant sectors such as education sector and livelihoods and skills development sector within the camps. To enable refugees' better access to livelihood skills training and utilization of skills, (to those individuals who have no, or limited literacy and numeracy skills), NFUAJ approached UNESCO for support in developing and implementing accelerated and integrated adult literacy learning programmes for the age group of 18-24 years which are linked to specific vocations in which refugees will be trained.

Refugee youth learners' low levels of literacy and numeracy remain a barrier to acquiring livelihood skills. The existing literacy Programmes are not suitable for those above the age of 18 and who are interested in joining the new livelihood skills programme. As a result, youth learners are not equipped to qualify the prequalification for the skills development programme.

**2 Objectives**

The objective of the project is to equip Rohingya Refugee youth with integrated Literacy and Livelihoods Skill for transitioning to decent jobs.

**4 Target beneficiaries**

300 (female 150, Male 150) Rohingya Refugee youth learners (18-24 years old) will benefit from the integrated Literacy and Livelihoods Skill Development training programme.

In addition, 15 literacy cum livelihoods skill training teachers from the Rohingya refugee camps and host community will be capacitated with improved skills for conducting functional literacy classes, livelihoods skill training, monitoring and mentoring.

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<sup>1</sup> Recommendation on adult learning and education, [UNESCO Institute for Lifelong Learning](#) [1200], UIL/2016/PI/H/31, 2016

## 5 Major tasks/Work Assignment

The bidder will carry out the following tasks with the guidance of the UNESCO Dhaka Office to support Integrated Literacy and Livelihoods Skills Development for Rohingya Refugee Youth in Cox's Bazar:

- 5.1 Selected 4 trades (transferable livelihoods and Skills Training) based on day-to-day demand in the community and do not require a large amount of money for self-employment and/or have available opportunity for voluntary wage employment. Following are some examples:
  - 5.1.1 Mobile barbering shop
  - 5.1.2 Carpenters (wooden/bamboo handy craft)
  - 5.1.3 Jute products (handy craft)
  - 5.1.4 Weaving, knitting, repairing household items (handy craft)

The targetted learners should be graduated from Functional Literacy course giving priority to Recognition of Prior Learning (RPL). Placement Test should be conducted to select learners for functional Literacy Course and Non-Formal Technical Training (NFTT).

Selected camp Locations: Camp 1E, 13, 15 and 17 and selected host community location is Ukhiya Upazila (Union: Haldia Palong, Jalia Palong, Ratna Palong, Palong Khali, Raja Palong)

- 5.2 Collect/contextualize/adapt the livelihoods skill training materials/modules from UNESCO's existing project and/or other sources.
- 5.3 Arrange for training the 15 literacy teachers and livelihoods skill trainer on integrated andragogy for 3 days. Invite the existing Master Trainers under the UNHCR-funded project for orientation and select the teachers and trainers from existing partner agencies working in the Rohingya Refugee Camps.
- 5.4 Enrol 300 learners (Female 150) based on placement tests that prove their minimum literacy skills equivalent to functional literacy courses and imparting literacy and livelihoods skill training for 3.5 hours per day and 5 days a week. 250 (Female 125) learners will be from Rohingya Refugee Camps and 50 (Female 25) learners will be from Host Community.
- 5.5 Conduct formative and summative assessment systems based on existing learning assessment tools of UNESCO's project and the Livelihoods and Skills Development Sector (LSDS) (currently in the process of development).
- 5.6 Develop a personalized learning progress tracking system to ensure the fulfillment of personalized learning needs.
- 5.7 Collect periodically and preserve project-related data, results, and information. At the end of the project period, submit a project implementation report to the UNESCO Dhaka Office.
- 5.8 Ensure that the trained youth are engaged in using their obtained skills to earn money either through self-employment or wage employment system.
- 5.9 Ensure evidence-based monitoring of economic empowerment of the trained youth  
**NOTE: There is no scope to establish new Learning Centres (LC)/Livelihoods and Skills Training Centre (LSTC) /CBLF under this project supported by UNESCO. The bidder will use the Learning Centres (LC)/ Livelihoods and Skills Training Centre (LSTC) /CBLF of the bidder/other agencies as part of comparative advantages but the cost of utilities (pro-rata basis) of those LCs/LSTCs/CBLFs may be charged to this project supported by UNESCO.**

## 6 Délivrables:

- 6.1 Detailed work plan within 5 days after signing agreement/contract with UNESCO.
- 6.2 List and copies of collected and adapted the training materials after identifying 5/6 transferable livelihoods skills within 7 days after signing agreement/contract with UNESCO.
- 6.3 Report on conducting placement tests that prove their minimum literacy skills for recruiting the 300 learners within 7 days after signing agreement/contract with UNESCO.
- 6.4 Subject/trade-based report of imparting integrated livelihoods skills training based on selected trades within 28 February 2024.
- 6.5 Prepare and submit a project-end report at the end of March 2024

## **7 Monitoring and evaluation**

Describe monitoring and evaluation process with reference to each and every planned activity including responsible person, feedback sharing mechanism, process of involving government officials in monitoring process,

## **8 Overall reporting and deliverables**

The bidder should list down the reports/deliverables to be submitted to UNESCO throughout the implementation of the planned activities. The reports/deliverables should be based on each of the planned activities. In addition, the bidder should submit monthly and project-end report (programme narrative and financial reports). The report will follow the calendar year while the event/activity/training/workshop-based report should be submitted no later than 10 days of completion of the event/activity/training/workshop. So, the list of reports/deliverables should be marked with tentative dates (item 6).

## **9 Feedback and inputs**

After submission of the drafts, documents and reports, UNESCO Dhaka Office shall provide feedback, which needs to be incorporated in the progress and final reports until such time UNESCO Dhaka Office is satisfied.

## **10 Title rights**

UNESCO shall be entitled to all intellectual property and other proprietary rights with regard to products or documents and other materials which bear a direct relation to or are produced or prepared in consequence of or in the course of the execution of this agreement.

## **11 Methodology of final payment**

Reimbursable method will be followed for final payment but the total expenditure must not exceed the total contracted amount.

## **12 Special Conditions**

- 12.1 The Implementing Partner (IP) shall implement project activities in close coordination and communication with the District Technical Education Office, Cox's Bazar, Livelihoods and Skills Development Sector (LSDS), Refugee Relief and Rehabilitation Commissioner and other stakeholders;
- 12.2 The IP shall coordinate with the UNESCO Head of Office, UNESCO Education Programme Specialist and UNESCO programme staff and will notify the challenges or changes which may impact the Partner's ability to achieve project goals over the short or long term in a timely fashion;
- 12.3 The IP will share all training materials, monitoring and evaluation tools and other key documents developed or used during the process of implementation with UNESCO;
- 12.4 The IP will submit designs for printed, recorded or online materials to be used or published externally for UNESCO review and sign off;
- 12.5 Should conditions in focus contexts/government policies change in such a way that activities cannot be implemented as planned, UNESCO reserves the right to either cease activities, request a no cost extension, or redesign activities within the same objectives and purposes of the contract. Should a change of scope of project be required based on a written request from the IP, UNESCO will amend the Agreement and terms of references with changes specified in writing and signed by both parties;
- 12.6 There will be no provision to use UNESCO's funds for purchasing vehicle, purchasing equipment (such as laptops, computers, etc, except training related tools/equipment) or any kind of construction;
- 12.7 There will be no provision of establishing training centre/facilities. The IP should use their existing training centres or other agencies'. The IP should engage trade-based skills trainers.
- 12.8 UNESCO expects that Implementation Partners 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 bidder 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.

### 13 Visibility

The Implementing Partner shall ensure the highest levels of visibility of both UNESCO and the The National Federation of UNESCO Associations in Japan (NFUAJ), including ensuring that any visibility materials designed, printed and distributed or any visibility materials in digital formats are having clear logos of UNESCO and the NFUAJ in strict compliance with UNESCO visibility requirements. Visibility of UNESCO and the NFUAJ includes ensuring that the target beneficiaries are aware of the role and intervention of both UNESCO and the NFUAJ and to ensure such visibility is never diluted during the implementation of the project.

### 14 Documents to be submitted

- 14.1 Proposal Submission Form (Annex IV)
- 14.2 Technical proposal (Annex V) aligned with the ToR
- 14.3 Financial proposal in excel form in line with the prescribed template aligned with the technical proposal (Annex VI)
- 14.4 Vendor Information Form (Annex VII)
- 14.5 Updated organizational profile;
- 14.6 Latest annual programme report;
- 14.7 Annual financial audit report for most recent two years;
- 14.8 Proposed personnel (CVs of key three personnel to be involved in the project). Each of the CVs should not exceed two pages but focussed on the relevant experience;
- 14.9 Documents in support of existing bank accounts (i.e. bank certificate), company/agency profile and copy of registration, as relevant in country of registration;
- 14.10 Submit at least two examples of recently implemented/ongoing projects with evidence (either URL or texts not exceeding 2 pages).

### 15 Proposal submission process

- 15.1 The interested bidders should submit their proposal with a cover letter in electronic form. The cover letter should be addressed to “**Head of Office and UNESCO Representative to Bangladesh**”, House 122, Road 1, Block F, Banani, Dhaka 1213” **ONLY via email to [procurement.dhaka@unesco.org](mailto:procurement.dhaka@unesco.org)** no later than **16:30 Hrs** (Bangladesh Time) on **27 December 2023**.
- 15.2 All the relevant documents should be **password protected** and annexed to the cover letter;
- 15.3 After the closing date, UNESCO will request both passwords (password for Technical Proposal) and password for Financial Proposal).

### 16 Eligibility/qualifications of the bidder

- 16.1 The bidder as a Bangladeshi NGO should be registered with competent authority in Bangladesh;
- 16.2 The bidder should have at least ten (10) years of experience in working in education/livelihoods skill development and at least three (3) years working experience for education/livelihoods skill development for crisis affected population (Rohingya Refugee and Host Community) in Cox’s Bazar;
- 16.3 Furthermore, the bidders should describe in the proposal that do they need permission from NGO Affairs Bureau for receiving money/grants from UNESCO;

- 16.4 The bidder must be individual agency/organization (NGO) and there is no provision of submitting proposal in a consortium mode. The bidder should directly implement the planned activities instead of subcontracting/engaging/offering to other NGO/agency/organization.

#### ANNEX – IV: Template for Technical Proposal

Cover page

Table of contents

Acronyms

##### 1. Basic information

<b>Project Title:</b>	Integrating literacy and livelihood skills development for Rohingya refugee youth in Cox's Bazar
<b>Project location:</b>	
<b>Name of bidder:</b>	
<b>Type of bidder (NGO):</b>	
<b>Project Timeframe:</b>	1 January 2024 - 31 March 2024
<b>Proposal submission date:</b>	
<b>Postal Address:</b>	
<b>Contact Person:</b>	
<b>Email Address:</b>	
<b>Telephone:</b>	
<b>Website:</b>	

2. **Introduction of the bidder and description of relevant experience of the bidder** (Maximum 10000 characters). The bidder should explain their experience of working with education for Rohingya Refugee and Host Communities in Cox's Bazar district with specific examples in Bangladesh including the relevant experience in working with education at national and global level. The bidder is suggested to submit supporting documents in annex/accessible URL links with appropriate reference number including updated profile of the bidder.
3. **Does the bidder has experience in the relevant area(s) in working with UN agencies and World Bank Group? If yes, please explain briefly with specific evidence** (Maximum 4000 characters)
4. **Legal status of the bidder** (Maximum 1000 characters).

This Section should provide corporate orientation to include bidder/organization's profile (year and country of incorporation – copy of certificate of incorporation). The supporting documents should be submitted in annex with appropriate reference number.

5. **Does the bidder require permission from NGO Affairs Bureau of Bangladesh for receiving funds from UNESCO? Please describe the reasons of your response** (Maximum 1000 characters)
6. **Description of planned outcomes, outputs and activities, and strategy of implementation of each of the activities including deliverable for each activity** (Maximum 40,000 characters)

Please describe the activities as much as necessary into sub-activities in numeric bullet forms supported by integrated SMART indicators and disaggregated data.

7. **What are the complementarity and comparative advantages that the bidder can leverage for implementation of the planned activities at least until March 2025?** (Maximum 5000 characters)

Please note that there is no provision to use UNESCO funds for establishing Learning Centres/Facilities in Rohingya Refugee Camps.

8. **How the meaningful participation of relevant stakeholders in planning, monitoring and evaluation strategy will be ensured?** (Maximum 5000 characters)

9. **Cross-cutting perspectives and describe how this project will contribute to the Joint Response Plan (JRP), Gender, Inclusiveness and Development Nexus in Cox's Bazar** (Maximum 5000 characters).

10. **Scope of adding values** (Maximum 5000 characters)

(The bidder should identify and outline the scope of added values to the proposed project)

11. **Strategy to avoid conflict of interest/and or overlapping if the bidder has similar projects/activities funded by other donor(s)/development partner(s)/other projects funded by Education Cannot Wait** (Maximum 5000 characters)

12. **Explain the strategy for ensuring Gender Equity and Inclusion** (Maximum 5000 characters)

13. **Describe the management structure of the bidder** (Maximum 5000 characters)

The bidder/organization 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 bidder should identify the person(s) representing the bidder in any future dealing with UNESCO.

The bidder is to provide supporting information as to the bidder's/organization's technical reliability and managerial capacity to perform the services. The bidder should submit brief qualifications and job descriptions of the top three officials to be assigned to this project.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines.

14. **Strategy of financial management and ensuring value for money** (Maximum 5000 characters).

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. However, the contribution of the selected bidder should be included in the audit report at the end year/end of the project.

The bidder should explain the financial management strategy. Does the bidder use any software-based accounting system and what are the budget disbursement and budget monitoring systems?

15. **Scale-up Sustainability Strategy including exit strategy** (Maximum 5000 characters)

The bidder should describe the strategy of scale-up and sustainability of planned interventions including exit strategy.

16. **Workplan** (Maximum 5000 characters)

Please prepare the quarter-based workplan in the table below keeping consistency with item 5 of this ToR (ANNEX 5). The quart-based workplan should be converted into month-based workplan by the selected IP

#	Description	2024		
		Jan	Feb	Mar

Note : Add rows as per requirement

**17. Please analyse the potential risks and risk mitigation strategies in the table below** (Maximum 5000 characters)

#	Subject Area / Risk Category	Description of the Observation / Risk	Risk assessment Impact & Probability For each risk identified, describe the potential effect on the project if the future event were to occur (text).	Mitigation strategy What actions have been taken/will be taken to counter this risk?	Owner Who has been appointed to keep	Status/Comments e.g. dead, reducing, increasing, no change

Please add rows as per requirement

**ANNEX-V: 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/budget 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 – Price Schedule/Budget Form****Financial Proposal /Budget Schedule in Bangladesh Taka (BDT)  
(The Budget should be aligned with the ToR -ANNEX III)****(The bidder should submit the financial proposal/price schedule in Excel Sheet)**

Request for Proposal Ref:

Total Financial Proposal [currency/amount]:

Date of Submission:

Authorized Signature:

**GENERAL INSTRUCTIONS**

1. The Bidder is asked to prepare the Price Schedule/budget as a separate **password-protected PDF** document from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Bidders.
2. 3. The Price Schedule/budget must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the bidder 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.
3. 4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential bidder whether a private firm, I/NGO or other bidder, 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. The Excel sheet is available here.

**Budget Template**

Bidder's Name:

Note: The budget should be prepared by selected trades and activities. The operational cost should be the last part of the budget (The budget should be in an Excel Sheet and password protected).

SL	Description	2024				Remarks
		Unit	Frequency	Total	Total Budget	
	Programme Cost					



**ANNEX VII – Vendor Information Form****General Information**

I/NGO 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.			