Dear Sir/Madam,

You are invited to submit an offer for a consultancy to undertake an evidence review of the global situation related to boys’ disadvantage in and disengagement from education; design a research framework and accompanying tools for the implementation of national case studies in select regional contexts; provide (online) training and guidance to national partners undertaking the national case studies; and produce a report documenting the global situation, findings from the national case studies, focusing on promising policy and programmatic interventions and initiatives, and their potential for adaptation, replication and scale-up within and across countries and resulting policy and programmatic recommendations.

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

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

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 25 March 2019 at midnight (CEST) to gender.ed@unesco.org

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

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

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

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

For and on behalf of UNESCO

Jordan Naidoo
Director
Division for Education 2030 Support and Coordination
Education Sector
ANNEX I – Instructions to Offerors

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

A. INTRODUCTION

1. General

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

2. Eligible bidders

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

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

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

(a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (http://www.ungm.org) due to fraudulent activities.
(b) The name of the bidder appears on 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.

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form</th>
<th>Points Obtainable</th>
<th>Name of Firm / Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample: Summary of Technical Proposal Evaluation Forms</td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>1. Expertise of organization/ individual submitting the proposal</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>2. Proposed Work Plan and Approach</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-total for Technical Evaluation</strong></td>
<td><strong>700</strong></td>
<td></td>
</tr>
</tbody>
</table>
Financial Proposal Evaluation Form

<table>
<thead>
<tr>
<th>Sample: Summary of Financial Proposal</th>
<th>Points Obtainable</th>
<th>Name of Firm / Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>Sub-total for Financial Evaluation</td>
<td>300</td>
<td></td>
</tr>
</tbody>
</table>

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: \[ \text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal} \]

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

Combined Technical and Financial Evaluation Form

<table>
<thead>
<tr>
<th>Sample: Summary of Financial Proposal Evaluation Forms</th>
<th>Points Obtainable</th>
<th>Name of Firm / Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Sub-total Technical Proposal</td>
<td>700</td>
<td></td>
</tr>
<tr>
<td>Sub-total Financial Proposal</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td><strong>Total 1000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

8.1 Name UNESCO as additional insured;

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

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

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 all 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 - 8 -
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, 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.

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 (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 this Contract.
ANNEX III – Terms of Reference (TOR)

Gender equality in education expert to examine boys’ disadvantage in and disengagement from education

Objective/s of the consultancy:

To identify and document promising policies and programmatic interventions that address boys’ disadvantage in and disengagement from education, which could be adapted, replicated or scaled-up within and across countries.

To this end the consultancy will include: (1) a review of the evidence and data on the global situation related to boys’ disadvantage in and disengagement from education; (2) design of a research framework and accompanying tools for the implementation of national case studies in select regional contexts; (3) provision of training and guidance to national partners undertaking the national case studies; and (4) a report documenting the global situation, findings from the national case studies, focusing on promising policy and programmatic interventions and initiatives, and their potential for adaptation, replication and scale-up within and across countries; and resulting recommendations.

Expected dates: March – November 2019 (part-time)

Background

The transformative vision of the 2030 Sustainable Development Agenda calls for transformative thinking and action. This means moving beyond counting boys and girls in classrooms, to ensuring that girls and boys have equal opportunities to develop the knowledge and skills they need for life and work, and are empowered to fulfil their potential and dreams.

Through the Sustainable Development Goals (SDGs), countries have committed to eliminate gender disparities and ensure every girl and boy has the opportunity to complete 12 years of free quality primary and secondary education by 2030.

2018 has been a ground-breaking year for advancing political commitment and financial investments for girls’ education. Historic investments have been made in girls’ education through official development assistance and country investments. Joint Statements at the UN General Assembly have called for shared responsibility, global solidarity, and accountability to ensure no girl is left behind.

Making education accessible to both boys and girls by eliminating all barriers to education is vital in achieving SDG 4, specifically target 4.5, eliminating gender disparities and ensuring equal access to education by 2030. Keeping boys in school and making sure they receive quality, inclusive education is also key to ensuring that all young people gain knowledge, skills and attitudes to promote a vision of sustainable development that includes gender equality.

The transformative role for education in tackling unequal power relations, gender stereotypes and restrictive social norms holding girls back is well-recognised by governments, civil society organizations and development partners. But how gender norms and expectations in society, reproduced in schools and classrooms, affect boys’ participation, learning achievement and continuation in education, is an area less well-explored.
Between regions and countries, patterns of gender disparities vary significantly. Globally, the poorest girls are most likely to be out of school, and they make up a larger share of those who will never enter the classroom. Yet in many countries, boys are at greater risk of failing to progress and complete their secondary education. Reflecting this, male and female out-of-school rates for secondary-age populations are now nearly identical. In most countries of the Arab States, boys are underperforming and dropping out earlier than girls in all levels of education. The picture is not much different in Latin America and the Caribbean, where boys are more likely than girls to be out of school at all levels, particularly amongst the poorest sections of society. Boys' disadvantage is less evident in sub-Saharan Africa and South Asia, where the severest gender disparities remain at the expense of girls; however, this can be observed in some countries such as Bangladesh, Burundi, Lesotho and Nepal.

To eliminate gender disparities and address inequalities in education – target 4.5 in the SDG agenda – countries and the international community must not only redouble their efforts to address barriers that keep girls out of school and learning, but also to understand and develop strategies to tackle boys' disadvantage in and disengagement from education.

Many factors – economic, social, and cultural – influence gender disparities in education. Both push factors such as the irrelevancy of education and costs of school and pull factors including parents' pressure and expectations for boys to work, and boys own desire to work inadvertently steer boys away from school. Gender norms and negative notions of masculinities further disengage boys from schooling and expose them to risky behaviour, crime and violence.

Despite the increasing evidence on boys’ disadvantage and disengagement in education, there is a lack of attention and political will to understand the gender dimensions of boys’ disadvantage and its implications for progress towards gender equality in education and the wider society.

Rationale

UNESCO is launching an initiative to document and further examine the root causes and nature of boys' disadvantage in and disengagement from education in different regional contexts, which groups are particularly at risk, and what policies and programmes which are effective or demonstrate promise to ensure that boys thrive in education and are able to achieve their full potential.

As the underlying factors for, and the manifestation of, boys' disadvantage in and disengagement from education vary by regional context, UNESCO will conduct case studies in a select number of countries (up to 10) in Latin America and the Caribbean, the Arab States, Asia, and sub-and Saharan Africa. The case studies will aim to respond to the following questions:

- **what** is the current situation of boys' access to, performance in and completion of education, with an emphasis on national contexts, which boys are most affected (examining intersectionality, including ethnicity, location and class), and national trends?
- **what are the underlying factors** for boys' disengagement and disadvantage in education, focusing on individual, family and peer, school, and societal-level factors?
- **to what extent** have such issues been addressed at the national level through policy and programmatic interventions?
- **what** policy and programmatic approaches can be identified as promising in different contexts, and what would be needed for further adaptation, replication and scale-up within and across countries?
UNESCO, as the agency mandated to coordinate action on SDG4, is undertaking this work to ensure that no child – whether boy or girl – is left behind in our efforts to achieve SDG4 and gender equality in and through education. This work will be led by UNESCO, with several other UN, civil society and bilateral partners and networks providing technical support to the process.

To advance this work, UNESCO is seeking the technical expertise of consultant(s) expert\(^1\) in the field of gender equality in education to: (1) undertake a review of evidence and data on the global situation related to boys’ disadvantage in and disengagement from education; (2) design a research framework and accompanying tools for the implementation of national case studies in select regional contexts; (3) provide training and guidance to national partners undertaking the national case studies; and (4) produce a report documenting the global situation, findings from the national case studies, focusing on promising policy and programmatic interventions and initiatives, and their potential for adaptation, replication and scale-up within and across countries; and resulting recommendations.

Expected Tasks
The consultant(s) expert will carry out the following tasks:

- Examine data on boys’ participation, learning achievement and continuation in education as well as the literature on boys’ disadvantage in, and disengagement from education to understand the situation, including the countries with the largest disparities at boys’ expense, and related trends, where available.
- Examine the existing literature on policy/programmatic interventions addressing boys’ disengagement and disadvantage in education to identify country policy or programmatic initiatives which have made a demonstrable difference in and/or hold the promise of improving boys’ participation, learning achievement and continuation in education. This includes those that are not extensively documented already, but have the potential to provide for generating information that could be useful for other country contexts.
- Drawing on the data and the literature, develop an inception report which outlines the proposed research framework including the proposed: countries for inclusion in the case studies (up to 10), research questions, methodology for data/information collection, proposed tools for the case studies, proposed template/structure for the national reports, and terms of reference for the national consultants/institutions who will conduct the research. The inception report should include a justification for the proposed framework, including a list of global references from the literature review.
- Present the framework and accompanying tools for the case studies to a reference group convened by UNESCO, including the overall research questions, list of proposed reference documents (e.g. national policies/strategies) and datasets for review; methodological and practical issues and tools; a detailed timeline for the development of national case studies; and a proposed template for the national reports. This meeting is expected to take place virtually and no travel is anticipated. The consultant expert(s) will be expected to finalise all materials within one week of the virtual meeting, incorporating suggestions from the reference group and UNESCO.
- Hold virtual consultations with the national research teams by region and UNESCO to provide training and guidance on the research framework and tools, and outline the process for national implementation. The consultant(s) expert will also be expected to answer questions or address concerns that may arise as needed, during the implementation of the national case studies.
- Produce a global report (50-60 pages; draft and final) which includes overall analysis from the literature review, conclusions from the inception report, and original findings

\(^1\) This consultancy is open to individual consultants or organisations with the relevant experience and offering value for money.
from the national case studies. The report should include a presentation of the statistical trends related to gender disparities in participation, learning achievement and continuation at boys’ expense; key factors underlying boys’ disengagement in education in different contexts, considering gender-related factors that hinder or facilitate boys’ participation, learning achievement and continuation in education; promising policy and programmatic interventions and initiatives, and their potential for adaptation, replication and scale-up within and across countries; and recommendations.

- Produce one regional policy brief (2 pages; draft and final; region to be confirmed) which presents a regional analysis of the situation, including data, factors linked to boys’ disengagement and disadvantage, a snapshot of the policy/programmatic intervention, and overall policy and programmatic recommendations. UNESCO will use this model to develop other regional policy briefs.

The drafting and production of each national case study will form the subject of separate consultancy coordinated by UNESCO’s regional or national offices. The deliverables of this present consultancy will therefore contribute to the framing of the national case studies, training of national research teams, and the development of the global report.

Key Deliverables
The consultant expert(s) will produce the following deliverables:
- Inception report that includes an overall research framework including research questions and methodology, proposed tools for the national case studies as well as a template/structure for the national reports, and an overall approach to carrying out the expected tasks;
- Refined research framework and accompanying tools, drawing on the outcomes of the expert group meeting as well as input from UNESCO;
- Draft and final report (50-60 pages) documenting the global situation, findings from the national case studies, focusing on promising policy and programmatic interventions and initiatives, and their potential for adaptation, replication and scale-up within and across countries; and resulting policy and programmatic recommendations.
- Draft and final regional policy brief (2 pages; draft and final; region to be confirmed) which presents a regional analysis of the situation, including data, factors linked to boys’ disengagement and disadvantage, a snapshot of the policy/programmatic intervention, and overall policy and programmatic recommendations.

All deliverables will be submitted in the English language.

Time frame:
The consultant expert will be contracted for the period March – December 2019 (part-time).

Reporting and Management
The consultant contract will be managed by the Section of Education for Inclusion and Gender Equality at UNESCO Headquarters in Paris, with direct reporting to the Chief of the Section. As needed, the consultant(s) expert will liaise, through UNESCO, with regional offices and other consultant expert/s recruited by UNESCO to write the case studies for any questions of clarification on the research framework and tools.

Contents of Technical Proposal

Expertise of organisation / individual
The following qualifications and skills are mandatory:
- Advanced academic degree in a related field (preferably education, international development, gender studies)
At least 5 years’ research experience in investigating disparities in educational access, participation and learning achievement

Strong skills in quantitative and qualitative research, analysis and writing for policy audiences;

Excellent writing and communication skills in English, as evidenced by recent example(s) of work to demonstrate writing style and approach to technical writing.

The following skills and experience are desirable:

- At least 10 years’ experience in one or more of the following fields: gender equality in and through education, masculinities, inclusive education;
- Experience of working with UN organizations and understanding of the style and the nature of UN technical papers and reports;
- Demonstrated ability to synthesise and work with feedback from a range of reviewers.

Verification of these qualifications will be based on the provided curriculum vitae and may include a reference check. Thus, the names, titles and contact details of two references should be provided that can attest, in particular, to the mandatory qualifications and experiences mentioned above. Moreover, a web link to or electronic copy of one recently completed report with relevance to the assignment should be provided.

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

**Proposed workplan and approach**

- Approach to the required tasks that demonstrate the understanding of the objective and requirements set out in the Terms of Reference with a particular emphasis on the overall research framework;
- Technical quality of methodology that ensures efficiency and cost-effectiveness of the tasks;
- Clear strategy to collaborate with key stakeholders and partners involved in the production of the knowledge product including the national case studies;
- Overall clarity – clear presentation of a realistic work plan with specific treatment of key deliverables and priorities and clear repartition of tasks amongst team members, where applicable. Include the number of person-working days in each specialization considered necessary to carry out all work required.

**Contents of Price Proposal**

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

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

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.

2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.

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

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

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

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<th>Description of Activity/Item</th>
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<th>Rate per Day [currency/amount]</th>
<th>No of days</th>
<th>Total [currency/amount]</th>
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Financial Proposal / Price Schedule
Request for Proposal Ref:
Total Financial Proposal [currency/amount]:
Date of Submission:
Authorized Signature:

Total
# ANNEX VI – Vendor Information Form

## General Information

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<td>Web Site URL:</td>
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<td>Contact Person:</td>
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<td>Title:</td>
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<td>Email Address:</td>
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## Expertise of the Bidder

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<th>Line of Business, area of expertise:</th>
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<td>Type of business (manufacturer, distributor, etc):</td>
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<td>Years of company experience:</td>
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<td>Main export countries/area:</td>
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<td>Past Contracts with other UN organizations:</td>
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**References:** Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

<table>
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<tr>
<th>Organization Name/Country:</th>
<th>Contact person:</th>
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