



United Nations
Educational, Scientific and
Cultural Organization

REQUEST FOR PROPOSAL – RFP Services

Ref: RFP/ED/GEM/01/2016 Graphic Design Services
(Please quote this UNESCO reference in all correspondence)

18th January 2016

Dear Sir/Madam,

You are invited to submit an offer for Graphic Design Services in accordance with the present Request for Proposal and the enclosed Terms of Reference.

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 [Sample Long Term agreement \(LTA\)](#)

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than Monday 15th of February 2016 at 18h00 Paris time.**

UNESCO - Bureau of Financial Management (BFM)

7 Place de Fontenoy, F - 75007 Paris, France

SEALED PROPOSAL - DO NOT OPEN

Ref: RFP/ED/GEM/01/2016 Graphic Design Services

Closing Date and Time: Monday 15th of February 2016 at 18h00 Paris time.

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.

UNESCO/ED Sector, The Global Education Monitoring Report team is seeking to establish a pool of qualified graphic designers for work assignments, on regular or ad-hoc basis. For this purpose, this bidding process will likely result in multiple Long Term Agreements (LTAs), and each LTA will be valid for initial period of twenty four (24) months.

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 Anissa Mehtar (a.mechtar@unesco.org).

For and on behalf of UNESCO Education Sector:

Aaron Benavot, Director Global Education Monitoring Report

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.

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

2. Cost of Proposal

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

B. SOLICITATION DOCUMENTS

3. Contents of Solicitation Documents

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

4. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify 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.

5. 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.

6. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and 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.

7. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 8 & 9;

8. Proposal Form - Presentation of the technical proposal

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

8.1. 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 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.

8.2. 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.

8.3. 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.

9. 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.

10. Proposal currencies

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

11. 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.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed 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.

13. 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

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

The inner and outer envelopes shall:

(a) Be addressed to 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 15 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 8 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.

15. Deadline for submission of proposals

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

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*.

16. 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.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by 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

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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 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.

21. Evaluation and comparison of proposals

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

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

HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.***

Technical Proposal Evaluation Form

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach	400			
3.	Personnel	100			
Sub-total for Technical Evaluation		700			

Financial Proposal Evaluation Form

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

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

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

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: $a/b \times 300$ i.e. $10,000/15,000 \times 300 = 200$ points)

Option 2: Combined Technical and Financial Evaluation Form

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

F. AWARD OF CONTRACT

22. 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.

23. Purchaser's right to vary requirements at time of award

UNESCO reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP.

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: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

ANNEX III – Terms of Reference (TOR)

Background & Justification

The Global Education Monitoring Report (GEM Report) (formerly known as the Education for All Global Monitoring Report (GMR)) is an editorially independent, authoritative, and evidence-based annual Report that monitors progress towards global education goal and targets that were adopted by the international community in Incheon, Republic of Korea during the World Education Forum in May, 2015. The annual GEM Report identifies effective education policies, and analyses a major theme. The Report is developed by an independent team and published annually by UNESCO. It is widely recognised as an indispensable advocacy and technical tool for promoting Education. For more information on the GEM Report, please visit our website <http://en.unesco.org/gem-report/#sthash.UhWwhpVi.dpbs>

With a renewed mandate adopted in 2015, and drawing on accumulated expertise, a new series of internationally focused education monitoring Reports will be established starting in 2016. These Reports will analyse global education trends and advocate for effective education policies and practice in the next decade and beyond.

The authority, prestige and high international visibility of the Global Education Monitoring Report require that the graphic design be of top quality, able to support, complement and amplify its important messages to different audiences.

The GEM Report is published yearly in the six official languages of the United Nations (English, French, Spanish, Arabic, Chinese and Russian). It is also translated locally into national languages (Portuguese, Vietnamese, Khmer, and others). As all language editions should appear identical, the same design template must accommodate the other editions with only minimal adaptation. The average length of the Report is 510 pages, which includes about 110 pages of statistical annex tables. Several materials, closely related but not identical to the Report are designed and produced at the same time. Amongst others, these include the following: Summary Report (50 pages), regional overviews (14 pages), posters, brochures and folders. The design and production of policy papers have also been added to the panel of materials. These focused papers disseminate key messages of the GEM Reports to political leaders, policy-analysts, donors and advocates in education. They also seek to influence ongoing debates at major international events throughout the year.

The existing graphic charter of the GEM Report will set the basis for the future work although possible adaptations or revisions may be required. The graphic design of the English version needs to be such that adaptation to other language versions is possible, taking into account that the French and Spanish versions generally run 15-20% longer than the English original.

In the last years the GEM Report has increased significantly the quantity and variety of publications and other forms of communicating with its key audiences which has led to an increasing need for additional external support. The objective of this tender is to procure the provision of services to meet current and future needs of the GEM Report in graphic design in English and other UN languages.

Objectives/Implementation Schedule

Through issuance of this Request for Proposal (RFP) UNESCO wishes to enter into a Long-term Agreement(s) to ensure economies of scale and increased efficiency for graphic design services of UNESCO's flagship publication: The Global Education Monitoring Report (GEM Report). Proposals are sought by UNESCO for the graphic design and layout, within the

existing graphic charter, of its annual Global Education Monitoring Report, in several languages. Furthermore the results of the RFP will be used for the establishment of a pool of qualified graphic designers for work assignments, on regular or ad-hoc basis.

This Agreement(s) shall enter into force on the date of the last signature by the representatives of the Parties for initial period of twenty four (24) months. It may be extended by mutual agreement of the Parties and satisfactory performance of the Contractor for a period of twenty four (24) months at a time, unless terminated in accordance with Article 15 of the General Conditions.

At the second stage and following the entry into force of the Agreement(s), a specific contract for Services with exact quantities, will be signed and placed under these frameworks.

It is foreseen that, the concluded LTA(s) with the related contract(s) for services will be signed by the end of March 2016.

Scope of work and expected outputs:

The service provider will cover the following graphic design requirements for a wide range of visual media:

- A. Graphically prepare the annual GEM Report [current format: 215mm (breadth) X 280mm (height), one color OR four-colors, 510 pages approx.]. This work encompasses the following tasks:
 - Design research
 - Photo research
 - Creation of cover
 - Creation of a coherent design scheme for all inside pages, including title page, preface, table of contents, chapter leads, photographs and index.
 - Layout of 200 pages of galley proofs (simple layout, no author corrections)
 - Layout of approx. 400 text pages
 - Creation of approx. 40 tables
 - Creation of approx. 120 figures (from Excel)
 - Redrawing of maps based on UN and GEM REPORT specifications (approx.. 2)
 - Layout of approx. 110 pages of statistical tables (from Excel)
 - Layout of other annex materials such as the index and bibliography
 - Adaptation of the English version to French and Spanish (approximately 15-20% longer)
 - Integration of corrections from authors into text and figures.
- B. Graphic design of the Summary Report (approximately 50 pages) in English, and subsequently in translations, which include French and Spanish (10-15% longer)
- C. Graphic design of eight regional overviews (approximately 14 pages each) in English, French and Spanish
- D. Design of other related outreach material throughout the year, including posters, folders, banners, flyers, CD-ROM jackets and other materials such as brochures, business cards, stationery and internet visuals for the launch of the Global Monitoring Education Report.
- E. Preparation of source files in different formats to be provided to UNESCO for other language versions

Additional tasks:

F. Layout of 6 policy papers of approx. 16 pages each (96 pages in total) including 8 graphs and adaptations to French and Spanish (192 text pages).

Offers of service must include the supply of electronic files for printing, and web optimized files for online publications.

Time frame

The graphic preparation of the GEM Report takes place over a 16-week period (English version), partially overlapping with the graphic adaptation into the various language versions. The French and Spanish language versions are ideally released at the same time as the English. The release of the Report varies. The next Report is scheduled to be launched in September 2016, subject to final confirmation.

Production process

The annual production process looks as follows:

Initial research: colors, cover, sample pages: This period entails an inter-active process and consultation with the GEM Report team during which the previous Report is analyzed in order to identify what was successful, what was less so, and to then incorporate these considerations into proposals for the new design. Both structural and aesthetic aspects of the design are reviewed; i.e., hierarchy of titles, main divisions, font size, as well as proposals for color combinations in graphs and tables.

Photo research: This process runs parallel to the design of the Report, as photos must reflect the main story line as well as capture its international, multi-cultural identity.

Graphic design of figures and tables: This is a highly inter-active process, as the most efficient way to present quantitative information requires the graphic artist understands the meaning of the charts and tables and the communication intentions of the author(s). Graphs are delivered in excel and tables in excel/word.

Graphic design of chapters, front material and other non-chapter material: The chapter and non-chapter text is sent in word files as the final text becomes available, and graphically prepared on a rolling basis. Proofs are reviewed by authors, and returned with corrections, which can be extensive for the English version.

Graphic design statistical annex table: This entails graphically designing large excel tables, and adapting as necessary, as the numbers of columns that can be fitted onto a page are limited to 28.

Integration of author and proofreader correction: This is an ongoing process which starts at the proofing stage and continues till the final file is sent to the printer.

Graphical design of Summary Report in English, subsequently adapted to French and Spanish.

Approximate total time for work: 16 weeks.

The French and Spanish language versions are produced within an approximate six-week overlapping schedule.

Design of Regional overviews in English, adapted to various languages (French, Spanish, Russian, Chinese, Arabic).

The graphic designer will be required to submit all source files used, as well as final files to the GEM Report Team, via email and CD format.

Requirements:

The successful agency is expected to demonstrate both technical know-how and artistic creativity to the highest standards, and to have experience in working on international publications. The following qualities are required:

- *Communication effectiveness*: To focus on presenting information in a way that communicates simply and clearly. (For instance, graph types should be selected based on an understanding of the type that will communicate the information most effectively and designed for clarity of communication, without distracting visual content).
- *Creativity*: To possess the necessary artistic creativity to renew and improve the GEM Report design each year (color combinations, font, and hierarchy of titles).
- *Adaptability*: Able to adapt the design to other media besides print, such as CD-ROM, the Web including e-Pubs and other online formats.
- *Perceptiveness*: To be able to understand and interpret visually the requests from the GEM Report team into streamlined and attractive design.
- *Precision, rigor*: To set the highest standards for precision in creating graphs and tables, and in incorporating corrections on proofs. Lack of rigor could cause important time loss and have negative impact on the quality of the Report.
- *Availability and timely delivery*: To be available to handle a large volume of work under high pressure, including numerous back-and forth corrections, working to tight deadlines.
- *Efficiency*: To respond quickly and efficiently to urgent requests.
- *Organizational capacity*: To be very well organized so that no confusion arises between different versions of text files, and of proofs.
- *Flexibility*: To be able to interact smoothly with other contractors such as printers, translators, multi-media companies, and others.
- *International experience*: To have extensive experience in multi-lingual graphic design, for international audiences.
- *Responsiveness*: To be able to respond to any queries/requests for changes from the GEM Report team within two working days.

Key Selection Criteria

Evaluations will be completed based on the following criteria:

1. Expertise of Firm

- **Organizational Capability & Expertise** of Firm submitting Proposal: It is mandatory that the firm has a minimum of seven years of international experience in multilingual graphic design for international audiences.
- **References of Firm submitting Proposal**: It is mandatory for the Firm/Entity to have successfully provided Graphic Design Services to at least three International organizations or companies and six national organizations or companies. Bidders are required to submit references for similar projects undertaken with at least, three international organizations or companies and six national organizations or companies.

- **Experience and knowledge in the field of Graphic Design.** It is mandatory for Firm/Entity to have successfully implemented five graphic design projects of over 150 pages, containing graphs and photographs, in the last seven years.

2. Proposed Work Plan and Approach

- To what degree does the proposal demonstrate capacity to renew and improve the GEM Report design? The proposal should include a mock-up of the 2 word pages (C). The panel will pay particular attention to the quality of the technical proposal (layout, design, grammatical accuracy, color combinations, fonts and hierarchy of titles).
- To what degree does the Firm/Entity's submission demonstrate ability to design visual communications effectively? Precision and rigor are paramount. The proposal should include a mock-up of the two graphs and one statistical table (A & B). The information must be communicated clearly and effectively through graphical means. The key aspects of the graphics are to be communicated in an intuitive way with the highest standards for precision in creating graphs and tables.
- Quality, creativity, originality and relevance of works samples. Are the submitted print-ready files of high technical quality? The proposal should include examples of previous graphic design work in PDF format, preferably in multi-lingual formats, and preferably of publications containing graphics and photographs.

GEM Report Samples

On the basis of dummy material (attached as “Sample A – Figures,” “Sample B – Table,” “Sample C – Word Sample”), candidates should provide:

- Two sample graphs (A)
- One statistical table (B)
- Two sample pages (C)

Candidates are also requested to provide the following to be evaluated:

- Track-record: Examples of past work that may match the above requirements.
- Technical know-how: Example of CD with print-ready files in PDF and graphic software (Quark X-press or Adobe InDesign) in several language versions.

3. Personnel

- Bidders are required to ensure the availability of at least 3 graphic design staff (at least 1 senior staff and 2 junior staff) to render the services in a timely and efficient manner as described above.
- The qualifications and the competence of the personnel proposed for the assignment will be rated in accordance with general qualifications such as:
 - Relevant Qualification & Training
 - Relevant Professional experience (Mandatory for senior and junior staff),
 - Knowledge of publishing in an international context will considered an asset.
 - Ability to work in English (Mandatory for senior and junior staff) and other UN languages in particular French and Spanish will be considered an asset.
 - Experience working on multilingual publications (Mandatory only for senior staff).
 - CVs of proposed project team members are required for the evaluation
 - 1 Senior expert (Mandatory requirements)
 - Minimum of seven years of experience in graphic design
 - Ability to work in English

- Minimum of five years of experience in multilingual publications
- 2 Junior experts (Mandatory requirements)
 - Minimum of two years of experience in graphic design
 - Ability to work in English

4. Price

- The Price Component of any proposal will only be evaluated if the Technical Component of that proposal achieves a minimum of 70% of the maximum 700 points allocated for the Technical Component (70% of 700 points = 490 points). Proposals failing to obtain this minimum threshold will not be eligible for further consideration.
- The maximum number of points for the Price Component is 300 points. This maximum number of points will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

$$[(\text{lowest price} / \text{other price}) * \text{total points obtainable for financial proposal}]$$

5. Deadline for clarification of solicitation documents

Reference is made to Annex I – Instructions to Offerors: Any request for clarification of the Solicitation documents needs to be addressed to UNESCO by **Monday 1st of February 2016 at 18h00 Paris time** and responses will be available on Unesco website via the following link: <https://en.unesco.org/gem-report/questions-tender-graphic-design-services-ref-rfpedgem012016>

ANNEX IV – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

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

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

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

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

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised

Signature:

Date:

ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 14 (b) of the Instructions to Offerors.
 2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in 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.

Financial Proposal / Price Schedules

PLEASE REFER TO THE EXCEL FILE TITLED “FINANCIAL PROPOSAL TABLE” (the file is attached in the RFP documents).

- **Please choose one of the two sheets in the excel file - either the USD sheet or EURO sheet - and fill in the company's pricing in order to arrive at your total Proposal Price.**
- If you choose to price in Euros, the Euro sheet will automatically calculate the price in USD based on UNESCO's set exchange rate.
- The number of hours and/or the number of times the tasks will be required which are listed in the pricing table are only estimates and are subject to be changed based on the needs of the GEM Report team. Kindly base your pricing on these estimates.
- The blue cells are the only cells that should be changed.
- If the attached excel “Financial Proposal Table” is altered or not completed, the proposal will be disqualified.
- **Please be sure to sign and date the sheet after it has been printed.**

ANNEX VI – Sample Long Term Agreement (LTA)

Form AM 7-18b (April 2014) - page 17/20

LTA N°:

(Please quote this reference in all correspondence and communications)

LONG TERM AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES (LTA)



THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

and Name

(hereinafter called 'the Contractor')

(hereinafter called 'UNESCO')

the headquarters of which are situated
in Paris

Address

*Name of Sector/Division, Section,
Unit or Name of Field Office*

Vendor
Number

WHEREAS UNESCO has launched a Request for Proposal (**RFP**) in order to enter into a Long-term Agreement (hereinafter called the Agreement) for the supply of _____ [to complete].

WHEREAS the Contractor demonstrated that it is qualified, ready and able to supply such Professional Services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, UNESCO and the Contractor (hereinafter called the "Parties") hereby agree as follows:

Article 1 – Agreement Documents

1.1 The following documents shall be deemed to form and be fully filled in, read and be construed as integral part of this Agreement:

- (a) this Agreement (3 pages)
- (b) General Conditions of Contract for Professional Services – Annex I (3 pages)
- (c) Terms of Reference for Professional Services - Annex II (xx pages)
- (d) Price Schedule for Professional Services - Annex III (xx pages)
- (e) Contractor's offer [ref RFP/No dated XXXX], which document is not attached hereto but is known to and in possession of both parties.

- 1.2 These Agreement Documents are complementary to one another. In the event of any inconsistency, ambiguity or contradiction among them, they shall prevail in the order of their enumeration stated above.

Article 2 – Obligations of the Contractor

- 2.1 The Contractor shall provide, as and when required, the Professional Services listed in Annex II of this Agreement.
- 2.2 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Professional Services.
- 2.3 In the event of any advantageous gains in efficiency through the introduction of new approaches and/or downward pricing of the Professional Services specified in ANNEX II of this Agreement during the duration of the Agreement, the Contractor shall notify UNESCO immediately. UNESCO shall consider the impact of any such event and may request an amendment of the ANNEX II of this Agreement.
- 2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNESCO for the purpose of entering into an Agreement, as well as the quality of deliverables and reports foreseen under this Agreement in accordance with the highest industry and professional standards.
- 2.5 Any requirement shall be made through issuance of a separate UNESCO Purchase Order (PO) or Contract for Services, setting out the quantity and details of Professional Services required, together with other instructions for the delivery. Each Purchase Order/Contract shall make a reference to this Agreement. UNESCO may change or cancel a Purchase Order/Contract provided that written notice is given to the Supplier within 3 (three) days from the time of receipt by the Supplier of the Contract.

Article 3 – Prices and payment

- 3.1 All prices are quoted in [specify currency] including delivery of Professional Services to UNESCO [specify place of delivery].
- 3.2 An original invoice shall be submitted by mail by the Contractor for each Purchase Order/Contract instalment separately. Payment will be made on satisfactory fulfilment of contract conditions and delivery of the Professional Services required, unless otherwise provided in the Purchase Order/Contract, within 30 days of receipt of the invoice and payment claim.
- 3.3 Prices shall be set in accordance with the rates outlined in Annex III. They remain valid for a period of [xx] years after the entry into force of this Agreement.
- 3.4 Payments effected shall be deemed neither to relieve the Contractor of its obligations nor acceptance by UNESCO of the Contractor's performance of the related Professional Services.

Article 4 - Special conditions

- 4.1 UNESCO does not warrant that it will purchase any quantity of the Professional Services specified in ANNEX II of this Agreement during the period specified in paragraph 7.2.
- 4.2 By signing this Agreement, the Supplier agrees that UNESCO is free to share this Agreement with other UN Agencies for their use in direct contracting.

Article 5 - Delivery Terms and Time

- 5.1 Services supplied under this Agreement shall be delivered in accordance with the terms and conditions of this Agreement and as indicated in each subsequent **Purchase Order (PO)/ Contract for professional services.**

Article 6 - General Terms and Conditions

- 6.1 This Agreement and the subsequent Purchase Order(s)/ Contract(s) for professional services issued under this Agreement are subject to General Conditions of Contract for Professional Services, attached hereto as Annex I.

Article 7 - Entry into Force and Period of the Agreement

- 7.1 This Agreement supersedes all prior oral or written Agreements, if any, between the Parties and constitutes the entire Agreement between the Parties with respect to the supply of Professional Services hereunder.
- 7.2 This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of **[specify no of years - initial period of one or two years]**. It may be extended by mutual written agreement of the Parties and satisfactory performance of the Contractor for a maximum total period of four years, unless terminated in accordance with Article 15 of the General Conditions.

Article 8 - Notices

- 8.1 Unless specified otherwise in this Agreement, all notices and other communication required or contemplated under this Agreement shall be in writing and in English or French language and shall be delivered by either (i) personal delivery; (ii) recognized courier service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile or e-mail transmission, addressed to the Party to whom intended at the address shown below.
- 8.2 Notice by certified mail or recognized courier service shall be effective on the date it is officially recorded as delivered to, or receipt refused by, the intended recipient. All other notices and communication required or contemplated by this Agreement delivered in person, by facsimile or by confirmed e-mail shall be deemed to have been delivered to and received by the address and shall be effective on the date of actual receipt.

Article 9 - Amendments

- 9.1 No amendment to this Agreement or waiver of any of its provisions shall be valid unless approved in writing by the duly authorized representatives of the Parties.
- 9.2 This Agreement is issued in two originals and shall enter into force upon the signatures by both parties and receipt of one signed original by UNESCO.

Signed on behalf of “UNESCO”:

Authorised Signature

Date:

Signed on behalf of the “CONTRACTOR”:

Authorised Signature

Date:

Annex I: General Conditions of Contract for Professional Services

Annex II: Terms of Reference

Annex III: Price Schedule