

## REQUEST FOR PROPOSAL – RFP Services

External Evaluation of the project:

### **Fighting against the Illicit Trafficking of Cultural Property in the Western Balkans EE01/2024**

(Please quote this reference in all correspondence)

Date: 16 December 2024

Dear Sir/Madam,

You are invited to submit an offer for the External Evaluation of the project **Fighting against the Illicit Trafficking of Cultural Property in the Western Balkans** in accordance with the present solicitation document.

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

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

Your offer comprising of technical proposal and financial proposal, in separate emails, should reach the following email address **no later than 13 January 2025 at 17:00 CET**.

[ao.venice@unesco.org](mailto:ao.venice@unesco.org)

Email 1: **Illicit Trafficking EE01/2024 – NAME OF YOUR ORGANISATION – Technical proposal**

Email 2: **Illicit Trafficking EE01/2024 – NAME OF YOUR ORGANISATION – Financial proposal**

It should also be noted that all files together should not exceed 35 MB per email. Submissions will be acknowledged by email upon receipt, but ONLY selected applicants will receive further notification and correspondence.

**Closing Date and Time:** [13 January 2025 at 17:00 CET]

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 Maja Nikolić at [m.nikolic@unesco.org](mailto:m.nikolic@unesco.org).

For and on behalf of UNESCO

Siniša Šešum

Head of Antenna in Sarajevo

UNESCO Regional Bureau for  
Science and Culture in Europe

## **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 and 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 Organization’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 Organization’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 organisational 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 specialisation 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 specialisation 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 organisation 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 envelope (in email) 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. Emailing of proposals

The Offeror shall send the Proposal in two separate emails submitted consecutively (almost simultaneously). The timelapse should not be longer than the reasonable amount of time an email is expected to be sent/received (0-10 min), as detailed below.

#### The first email shall:

(a) Be addressed to UNESCO at [ao.venice@unesco.org](mailto:ao.venice@unesco.org) email address and **reference** to the “subject” indicated, and a statement: “**(NAME OF BIDDER) - TECHNICAL PROPOSAL**”, to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders and contain the information specified in Clause 10 above.

#### The second email shall:

(b) Be addressed to UNESCO at [ao.venice@unesco.org](mailto:ao.venice@unesco.org) email address and **reference** to the “subject” indicated, and a statement: “**(NAME OF BIDDER) - FINANCIAL PROPOSAL**”, to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders. Note: If both emails are not corresponding to the requirements 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 TEHCHNICAL 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	50			
2.	Proposed Work Plan and Approach	400			
3.	Personnel	250			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

### Financial Proposal Evaluation Form

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

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

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

An example:

- Offeror A – lowest price ranked as 1<sup>st</sup> in the amount of USD 10,000 = a
- Offeror B – second lowest price ranked as 2<sup>nd</sup> in the amount of USD 15,000 = b

Points assigned to A = 300 & Points assigned to B = 200 (following formula:  $a/b * 300$  i.e.  $10,000/15,000 * 300 = 200$  points)

## **F. AWARD OF CONTRACT**

### **24. Award criteria, award of contract**

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

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

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

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

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

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

### **1. LEGAL STATUS**

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

### **2. SOURCE OF INSTRUCTIONS**

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

### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

### **4. ASSIGNMENT**

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

### **5. SUB-CONTRACTING**

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

### **6. OFFICIALS NOT TO BENEFIT**

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

### **7. INDEMNIFICATION**

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

### **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

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

8.1 Name UNESCO as additional insured;

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

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

### **9. ENCUMBRANCES/LIENS**

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

### **10. TITLE TO EQUIPMENT**

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

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

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

### **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN**

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

### **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as

confidential ("Information"), shall be held in confidence by that Party.

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.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy. The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

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

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### **15. TERMINATION**

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all

reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

#### **16. SETTLEMENT OF DISPUTES**

##### **16.1 Amicable Settlement**

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

##### **16.2 Arbitration**

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

#### **17. PRIVILEGES AND IMMUNITIES**

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

#### **18. TAX EXEMPTION**

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

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

#### **19. CHILD LABOUR**

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent

with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter-alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

## 20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

## 21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## 22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

## 23. SECURITY

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

The Contractor shall:

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

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

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

## 24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

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

## 25. AUDITS AND INVESTIGATIONS:

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

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

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

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

## 26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

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

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power

dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

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

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

## **27. UNITED NATIONS SUPPLIER CODE OF CONDUCT**

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

## **28. PERSONAL DATA PROTECTION AND PRIVACY**

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful Initials destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

## ANNEX III – Terms of Reference (TOR)

### 1. Background

The project “Fighting against the Illicit Trafficking of Cultural Property in the Western Balkans”, funded by the European Commission (DG NEAR/DG EAC) and implemented by UNESCO through the UNESCO Regional Bureau for Science and Culture in Europe (Venice) and its Antenna in Sarajevo, has the primary objective of creating stronger coordination among key actors at regional and international level.

Upon approval, the project’s implementation period was 3 years, starting from 1 June 2020. A no-cost extension of 24 months was granted by the European Commission, leading to 31 May 2025 as the current project’s end date. The project budget is EUR 2.8 million.

In line with the EU Western Balkans Strategy, the overall objective of the project is to foster regional cooperation, reconciliation and good neighbourly relations through heritage and culture, as essential preconditions for the progress on a European path, and notably fostering the alignment of national legal frameworks with the EU acquis.

In particular, the project aims to promote dialogue, mutual respect, trust and cross-cultural understanding among communities, contributing to an enabling environment for reconciliation, stability and sustainable development. This is pursued by means of reinforcing the protection of cultural heritage and diversity, and by strengthening the fight against illicit trafficking of cultural property through capacity-building and awareness-raising activities, alongside with the enhancement of regional coordination.

The action also includes two components dedicated, respectively, to improving the security of cultural heritage sites and buildings, and to providing technical assistance and advice to review and improve the relevant legal and policy frameworks at national level.

In addition, the project builds upon and contributes to further dissemination of the learning materials jointly developed by the EU and UNESCO, by producing editions in local languages of [“Fighting the Illicit Trafficking of Cultural Property. A Toolkit for European Judiciary and Law Enforcement”](#).

Through a multi-sectorial approach targeting different categories of public authorities (spanning cultural heritage professionals, customs, law enforcement, judiciaries), the action has the following objectives:

**Long-term overall objective:** To foster reconciliation and good neighbourly relations in the Western Balkans region through cultural heritage and culture.

**The specific objective** is to protect cultural heritage in the Western Balkans, by reinforcing the fight against illicit trafficking of cultural property through capacity-building, awareness-raising and reinforced regional cooperation. In so doing, the action will contribute to protecting cultural diversity, fostering intra-regional cooperation, mutual respect, appreciation and recognition among communities, which, in turn, will create a stronger environment conducive to reconciliation and stability in the region.

The project has **3 expected results:**

**Expected Result 1:** Capacities of stakeholders are enhanced in protecting cultural heritage and fighting illicit trafficking of cultural property

**Expected Result 2:** Coordination reinforced within IPA<sup>1</sup> beneficiaries and at regional and international levels

**Expected Result 3:** Awareness raised on the importance of protecting cultural heritage and fighting illicit trafficking of cultural property

**Targeted region and main beneficiaries:**

The project has a sub-regional (Western Balkans - WBs) scope. The main beneficiaries of the action are key institutional partners, namely authorities and individual officials from the ministries of culture, justice, home affairs (i.e. police forces) and customs agencies, as well as museum professionals, heritage site managers, private operators of the art market and the civil society at large.

The main partners of the action are the European Commission, UNIDROIT, UNODC, WCO, ICOM, INTERPOL, EUROPOL, EUROJUST, and the Council of Europe, as well as from national specialised police forces and other agencies including the Carabinieri Command for the Protection of Cultural Property (Italy), the Office Central de Lutte contre le trafic de Biens Culturels – OCBC (France), KOM Cultural Property Central Office (Türkiye), the Guardia Civil, and the Spanish Prosecution Service (Spain).

## **2. Purpose of the Final evaluation**

As part of the project's monitoring, reporting, and evaluation mechanisms, an external final evaluation should be conducted. The evaluation shall combine the exam of previous actions with a forward-looking, action-oriented perspective formulated on the basis of substantive findings.

The primary purpose of the evaluation, which is commissioned by UNESCO and shall be conducted in accordance with its Evaluation Policy and Evaluation Manual, is to assess the effectiveness and efficiency of the project management and implementation in achieving the main expected results.

The evaluation will also serve the reporting duties vis à vis the donor, i.e. the European Commission, with a view at discussing identified gaps to be filled in, emerged challenges to be addressed, as well as to draw lessons learnt for future endeavours. Similarly, the evaluation results are aimed at exploring UNESCO's positioning within the Western Balkans region, in a broader commitment to serve its needs and priorities in the field of culture following a needs-driven approach.

In particular, the evaluation shall examine:

1. progress made towards achieving the expected results (including a qualitative and quantitative assessment of the outputs and outcomes)
2. sustainability and expected impact of interventions
3. whether the project was implemented in synergy with other projects/programmes being undertaken in the Western Balkans region, and in line with the needs and priorities of the targeted stakeholders (cultural heritage professionals, judiciaries, customs officers and police forces)

In addition, the evaluation shall identify key lessons learned during project implementation, examining the project's strengths and weaknesses, identifying main gaps and priorities, and producing recommendations thereof.

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<sup>1</sup> IPA stands for Instrument for Pre-accession Assistance is the means by which the EU has been supporting reforms in the enlargement region with financial and technical assistance since 2007.



### 3. Scope of the Final evaluation

The evaluation will focus on key dimensions of project performance, namely the evaluation criteria of relevance, efficiency, effectiveness, impact, and sustainability.

The **evaluation questions** should be structured around the afore mentioned dimensions. The evaluation questions below are indicative, subject to be refined in the inception phase and validated in consultation with UNESCO.

#### Relevance:

- How are the project objectives addressing the identified needs of the target group(s), i.e. cultural heritage professionals, judiciaries, customs officers and police forces?
- How do the activities address the problems identified in the approved project document?
- To which Sustainable Development Goals is the project contributing to, if any?

#### Efficiency:

- Have measures been taken during planning and implementation to ensure that resources were efficiently used? If yes, which ones?
- Have the outputs been delivered in a timely manner for the period envisaged?
- Has the structure, managerial support, monitoring and coordination mechanisms of the Organization effectively supported the project delivery?

#### Effectiveness:

- What has been the progress made towards the achievement of the expected outputs and results?
- Does the project have effective monitoring mechanisms in place?
- Have the project partners cooperated effectively to jointly address the emerging gaps and needs, and share resources and expertise?

#### Impact:

- What are the intended and unintended, positive and negative effects of the project?
- Has the project led to enhanced knowledge and capacities in fighting against the illicit trafficking of cultural property across Western Balkans?
- Has the project achieved the expected outputs and results as specified in the Project Document?

#### Sustainability:

- What is the likelihood that the outcomes of the project will be maintained among the beneficiaries following its completion?
- Is the project engaging with local institutions and are the activities effectively contributing to relevant development or planning programmes in the beneficiaries?
- Are the requirements of local ownership met?
- Are there any other factors that significantly challenge the medium and long-term maintenance of the project results?

#### 4. Evaluation Methodology

The evaluator(s) are expected to elaborate an appropriate methodology in their technical proposal that can be implemented in three months with the possibility to refine and finalise the questions in the inception phase. The suggested evaluation methodology includes the following elements:

- Desk study of all pertinent documents including the previous progress narrative reports, social media posts, communication materials produced under the project, and other documents that were published or developed in the context of the project
- Meetings and interviews with key stakeholders (such as partners and beneficiaries involved in the project/activities) as well as possible other sources of relevant information, in full respect and adherence to the “do no harm policy”
- Online surveys, where relevant
- Interviews with UNESCO and representatives of the concerned Western Balkans’ IPA beneficiaries
- Interviews with project beneficiaries
- Final evaluation report

The evaluation can be conducted via different tools, including surveys or any other relevant methods. UNESCO will provide the evaluator with details about the project/activities and a suggested list of partners, beneficiaries, etc. with contact details. Most of the partners/beneficiaries speak English so there is likely no need to conduct interviews in other languages.

#### 5. Roles and Responsibilities

##### a. Evaluation Management Team:

The evaluation will be managed by the project team at the UNESCO Regional Bureau for Science and Culture in Europe. The Evaluation Management Team should facilitate the evaluation process to the extent possible by providing to the selected Evaluator(s) access to relevant information such as monitoring data, project progress reports and contract information.

The **Evaluation Reference Group** is a supervisory body and will be composed by the project implementation team, including the Head of the UNESCO Antenna in Sarajevo, the Head of the Culture Unit of the UNESCO Regional Bureau (Venice, Italy), the National Programme Officer for Culture at the UNESCO Antenna in Sarajevo, and the Associate Programme Specialist of the Culture unit at the UNESCO Regional Bureau, as well as the donor and key partners of the action.

The Evaluation Focal point is a member of the Evaluation Reference Group and will provide quality assurance support to the Management Team.

##### b. The External Evaluation Team (evaluator)

The Evaluator(s) will provide UNESCO with a comprehensive evaluation report of no more than 30 pages excluding annexes. The Evaluator(s) is also responsible for securing all methodological tools and logistic arrangements that are necessary to complete the task.

One travel for one person to UNESCO Regional Bureau’s Antenna in Sarajevo, Bosnia and Herzegovina (maximum 2 days) shall be envisaged to meet with the project team members. The offices of UNESCO in Sarajevo and Venice will be able to provide on-site support to the evaluation team during office hours.

In addition, minimum three exemplary site-visits (maximum 8 days in total) in selected Western Balkans IPA beneficiaries should be undertaken. All other activities, including interviews, surveys, etc. shall be conducted remotely.

## 6. Deliverables and Schedule

The Evaluator(s) is required to present UNESCO with the following reports/deliverables:

- i. Final methodology, work plan, and timeline **by 28 February 2025**
- ii. **Draft Report:** a) first draft report on preliminary findings, **by 10 April 2025**; b) revised draft report reflecting UNESCO's comments on the first draft, **by 30 April 2025**
- iii. **Final evaluation Report** (including annexes) **by 15 May 2025**

The expected number of working days for the overall assignment, including both remote and in-person activities, amounts to approx. **35 days**.

Additional information on the deliverables<sup>2</sup>:

- The inception report should be brief and include the implementation strategy, refined evaluation questions, the methodological framework for the evaluation, and a detailed activity schedule. A PowerPoint presentation for the Evaluation Reference Group shall be prepared for the presentation of the Inception Report.
- Annexes should include an interview list with full information of all individuals, organisations, institutions interviewed, mainly name, title, role in the project, contact info, data collection instruments, key documents consulted.
- The external evaluator(s) is/are required to present the Final evaluation report, with major results of the evaluation at a review meeting to be agreed with UNESCO. This includes a PowerPoint presentation and an executive summary of the Final report. The date for delivery of this requirement will be communicated to the evaluator upon consultations with the donor/EU.

Representatives from the EU and key stakeholders from Western Balkans IPA Beneficiaries may be invited to attend the presentation of the Evaluation report's findings.

**Reference Documents** (to be provided by UNESCO to the Evaluator(s) at the beginning of the evaluation process:

- The project document
- Progress Narrative Reports (available up to date)
- Programmes and List of participants to the trainings (contacts of selected participants)
- Any related publication or resources that can help the evaluation
- [UNESCO Evaluation Policy](#)
- [UNESCO Evaluation Manual](#)

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<sup>2</sup> Please note that deliverables should be drafted in accordance with the [UNESCO Evaluation Policy](#) and the [UNESCO Evaluation Manual](#).

The **draft and final report** should be presented in English and structured as follows:

- ⇒ Executive Summary
- ⇒ Project's Description
- ⇒ Evaluation Purpose
- ⇒ Evaluation Methodology
- ⇒ Findings
- ⇒ Conclusions
- ⇒ Lessons Learnt
- ⇒ Recommendations
- ⇒ Annexes

**Task Responsible for delivery and deadlines:**

<b>Task</b>	<b>Responsible</b>	<b>Deadline (by):</b>
Selection of external evaluator	UNESCO	<b>25 January 2025</b>
Contracting selected evaluator	UNESCO	<b>15 February 2025</b>
Methodology, work-plan timeline	External evaluator	<b>28 February 2025</b>
Draft report	External evaluator	<b>10 April 2025</b>
Final draft report (after feedback and comments)	External evaluator	<b>30 April 2025</b>
Final evaluation report (official submission)	External evaluator	<b>15 May 2025</b>

**7. Qualifications of External Evaluator(s):**

**Required qualifications**

The Evaluation Team shall be composed of a Team leader and at least one cultural expert.

Evaluator(s) should possess the following mandatory qualifications and experience:

**Company profile (if applicable):**

- A minimum of 3 years of international experience in programme/project evaluation in the field of development aid, with demonstrated competence in evaluation methodologies and techniques, both qualitative and quantitative
- Minimum 3 evaluations successfully implemented for projects targeting the culture sector

**Team Leader:**

- Advanced university degree in the field of economics, management, law, international relations, culture, or any other related field
- Excellent oral communication and report writing skills in English

- At least 7 years of professional experience in policy and programme evaluation in the context of international development, with demonstrated competence in applying qualitative and quantitative evaluation methods
- At least 3 references of assignments completed, preferably in the field of culture at the international level

**Evaluation Team Member(s):**

- Advanced university degree in the field of culture or any other sub-disciplines
- Minimum 3 years of experience in programme/project evaluation
- Excellent analytical skills
- Excellent oral and writing skills in English

**Desired qualifications**

**Team Leader:**

- Demonstrated experience in working with/for UN agencies or other international organisations
- Good knowledge of the Western Balkans region, with proved professional experience

**Evaluation Team Member(s):**

- Experience in working in the target region of team leader and/or team members is highly desirable
- In-depth understanding and extensive knowledge of issues pertaining to cultural heritage
- Gender-balanced and culturally diverse evaluation team

Applicants may be requested to submit documents or other forms of evidence proving the above qualifications.

*NB: companies or individuals involved in the design or implementation of activities under this project are not eligible to apply as Evaluator(s)*

## **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 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.

**ANNEX VI – Vendor Information Form****General Information**

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

**Expertise of the Bidder**

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

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

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