REQUEST FOR PROPOSAL – RFP
Services

Ref: ICGEB/RFP_e.Learning
(Please quote this ICGEB reference in all correspondence)

Date 14th December 2021
REV 22.12.2021

Dear Sir/Madam,

You are invited to submit an offer for the “Creation of an eLearning Module”

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

Annex  Instructions to Bidder
Annex II General Conditions of Contract
Annex III Terms of Reference (TOR)
Annex IV Proposal Submission Form
Annex V Price Schedule Form
Annex VI Supplier Information Form
Annex VII Projects History Template
Annex VIII CV Template (for key staff only)

Your offer comprising of technical proposal and financial proposal, via an electronic submission (email), should reach the following address no later than 15 January 2022 (17:00hrs Trieste local time) without any copy to any other e-mail addresses. Offers addressed at any other e-mail accounts will be disqualified.

This letter is not to be considered 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 ICGEB.

We look forward to hearing from you.

Yours sincerely,

Procurement Unit
ICGEB Trieste

E-mail address: procurement@icgeb.org
E-mail subject: ICGEB/RFP_e.Learning
NAME OF PDF FILE: [YOUR COMPANY NAME]_ICGEB/RFP_e.Learning
Closing Date and Time: 15th January 2022 (17:00hrs Trieste local time)
ANNEX I – Instructions to Bidders

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Proposals for professional services to be provided to the International Centre for Genetic Engineering and Biotechnology - ICGEB.

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 ICGEB 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 the bidder is on any published exclusion list due to fraudulent activities.

3. Fraud and corruption

ICGEB requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of ICGEB 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 ICGEB’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a ICGEB 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.

ICGEB expects that all suppliers who wish to do business with ICGEB will embrace the highest standards of conduct.

ICGEB will:

- Reject a proposal to award a contract if it determines that a supplier 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 supplier has engaged in fraud and corruption in competing for or in executing a ICGEB contract.
• Declare a supplier ineligible, either indefinitely or for a stated period of time, to become an ICGEB Supplier if it at any time it determines that the supplier has engaged in fraud and corruption in competing for or in executing a ICGEB contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to an ICGEB contract shall be forwarded to the Office of Legal and Administration in writing.

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

B. SOLICITATION DOCUMENTS

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

6. Clarification of Solicitation Documents
A prospective Bidder requiring any clarification of the Solicitation Documents may notify ICGEB in writing at the organisation’s mailing address or fax or email contact indicated in the RFP. ICGEB 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 Bidders that have received the Solicitation Documents and/or posted on the ICGEB website.

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

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

To afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, ICGEB 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 ICGEB to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

8. Language of the Proposal
The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and ICGEB shall be written in English.

9. Documents Comprising the Proposal
The Proposal shall comprise the following components:

a) Proposal submission form;
b) Operational and technical proposal, including documentation to demonstrate that the Bidder meets all requirements;
c) Price schedule, completed in accordance with clauses 11.

10. Operational and technical proposal
The Bidder shall structure the technical part of its Proposal as follows:

10.1. Description of the company and its qualifications
(a) Management Structure
This Section should provide a company’s profile, a brief description of present activities focusing on services related to the Proposal and an outline of recent experience on similar projects.

A brief description of the organizational unit(s) that will become responsible for the contract, the general approach towards a project of this kind and supporting information as to its technical reliability and capacity to perform the services.

The Bidder should identify the person(s) representing the Bidder in any future dealing with ICGEB.

(b) Resource Plan
This Section should fully explain the Bidder’s resources in terms of personnel and facilities necessary for the performance of the requirements.

10.2. Proposed Approach, Methodology, Timing and Outputs
This section should demonstrate the Bidder’s responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the 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 Supplier as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

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

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

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

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

11. Price Schedule
The Bidder 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.

All prices shall be quoted in Euro.

12. Period of validity of proposals
Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by ICGEB. A Proposal valid for a shorter period may be rejected by ICGEB on the grounds that it is non-responsive.

13. Payment
ICGEB shall effect payments within 30 days after completion of the service, receipt and acceptance of the invoices submitted by the contractor.
D. SUBMISSION OF PROPOSALS

14. Deadline for submission of proposals

Offers comprising of technical and financial proposal shall be submitted via an electronic submission to the address specified below no later than 15th January 2022 (17:00hrs Trieste local time) without any copy to any other e-mail addresses. Offers addressed at any other e-mail accounts will be disqualified.

E-MAIL ADDRESS: procurement@icgeb.org (without any copy to any other e-mail addresses.

Offers addressed at any other e-mail accounts will be disqualified

SUBJECT EMAIL: ICGEB/RFP_e.Learning

NAME OF PDF FILE: [YOUR COMPANY NAME]_ICGEB/RFP_e.Learning

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

ICGEB 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.

15. Late Proposals

Any Proposal received by ICGEB after the deadline for submission of proposals, pursuant to clause Deadline for the submission of proposals, will be rejected.

16. Modification and withdrawal of Proposals

The Bidder may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by ICGEB prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

17. Opening of proposals

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

18. Clarification of proposals

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

19. Preliminary examination

ICGEB 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, ICGEB 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 ICGEB.

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

**Technical Proposal Evaluation Form**

<table>
<thead>
<tr>
<th>Sample: Summary of Technical Proposal Evaluation Forms</th>
<th>Points Obtainable</th>
<th>Name of Firm / Institution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise of Firm / Institution submitting Proposal</td>
<td>200</td>
<td>A</td>
</tr>
<tr>
<td>Proposed Work Plan and Approach</td>
<td>300</td>
<td>B</td>
</tr>
<tr>
<td>Personnel</td>
<td>200</td>
<td>C</td>
</tr>
<tr>
<td>Sub-total for Technical Evaluation</td>
<td>700</td>
<td></td>
</tr>
</tbody>
</table>

**Financial Proposal Evaluation Form**

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

Evaluation of the price proposals (of all Bidders 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 the list of prices is prepared, where the lowest price is ranked as first (receiving highest amount of points) and the most expensive as last (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:
- Bidder A – lowest price ranked as 1st: EUR 10,000 = a = 300 points
- Bidder B – second lowest price ranked as 2nd: EUR 15,000 = b

Formula: \[ X = \frac{a}{b} \times 300 = \frac{10,000}{15,000} \times 300; \] \[ X = 200 \text{ points} \]

**F. AWARD OF CONTRACT**

21. Award criteria, award of contract

Prior to expiration of the period of proposal validity, ICGEB will award the contract/purchase order to the qualified Bidder whose evaluated Proposal is considered to be the most responsive to the needs of the organisation and activity concerned.

ICGEB reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for such action.
ANNEX II – General Conditions of Contract

1. **LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis ICGEB. The Contractor’s personnel and subcontractors shall not be considered in any respect as being the employees or agents of ICGEB. Any person assigned by the Contractor to perform services under this Contract shall remain in the employment of the Contractor. Without restricting the generality of the foregoing, ICGEB shall not be liable for any claims and demands, loss, costs, damages, actions, suit or other proceedings, brought or prosecuted, in any manner based upon, occasioned by or attributable to the employment relationship between any person assigned by the Contractor to perform services under this Contract and the Contractor. Unless otherwise provided for in this Contract, ICGEB shall not be liable for claims of any kind in connection with the performance of such services. The Contractor and his employees shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of the Government.

2. **SOURCE OF INSTRUCTIONS**

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

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**

4.1 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 ICGEB.

4.2 The Contractor shall not assign any personnel other than those referred to in this Contract for the performance of work in the field without the prior written approval of ICGEB. Prior to assigning any other personnel for the performance of work in the field, the Contractor shall submit to ICGEB for its consideration, the curriculum vitae of any person the Contractor proposes to assign for such service.

4.3 Upon written request by ICGEB, the Contractor shall withdraw from the field any personnel provided under this Contract and shall replace such personnel by other acceptable to ICGEB, if ICGEB so requests. All costs and additional expenses resulting from the replacement, for whatever reason, of any of the Contractor’s personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in total of this Contract under the provisions of paragraph 12 “Termination” hereafter.

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 ICGEB for all sub-contractors. The approval of ICGEB of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.

6. **OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of ICGEB 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.

The Contractor shall not, while this Contract is in effect, employ or consider the employment of ICGEB staff members without the prior written approval of ICGEB.

7. **INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, ICGEB, 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 subcontractors, 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 subcontractors. 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:

- Name ICGEB as additional insured;
- Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against ICGEB;
- Provide that ICGEB shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage
- The Contractor shall, upon request, provide ICGEB 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 ICGEB 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 ICGEB shall rest with ICGEB and any such equipment shall be returned to ICGEB at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to ICGEB, 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 ICGEB for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

ICGEB 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 ICGEB’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 ICGEB in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF ICGEB

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with ICGEB, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of ICGEB, or any abbreviation of the name of ICGEB in connection with its business or otherwise. Unless authorized in writing by ICGEB, the Contractor shall not advertise or otherwise make public the fact that it is performing or has performed services for ICGEB.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

The Contractor is required to exercise utmost discretion in all matters relating to this Contract. 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 ICGEB, shall be treated as confidential and shall be delivered only to ICGEB authorized officials on completion of work under this Contract. Unless required in connection with the performance of its work under this Contract or where specifically authorized by ICGEB, the Contractor may not communicate at any time to any other person, Government or authority external to ICGEB, any information known to it by reason of its association with ICGEB, any information known to it by reason of its association with ICGEB, which has not been made public except with the authorization of ICGEB; 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 herein shall mean acts of God, laws or regulations, industrial disturbances, acts of
the public enemy, civil disturbances, explosions and any other similar event of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any event constituting Force Majeure, and 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 give notice and full particulars thereof in writing to ICGEB. In this event, the following provisions shall apply:

a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be entitled only to reimbursement by ICGEB, against appropriate vouchers, of the essential costs of maintenance of any of the Contractor's equipment and of per diem of the Contractor's personnel rendered idle by such suspension.

b) The Contractor shall, within fifteen (15) days of the occurrence of the Force Majeure, submit a statement to ICGEB of estimated expenditures for the duration of the period of suspension.

c) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the work to be different from the period of suspension.

d) 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, ICGEB shall have the right to terminate this Contract on the same terms and conditions as are provided for in paragraph 15, “Termination” except that the period of notice may be seven (7) days instead of thirty (30) days.

e) For the purpose of the preceding sub-paragraph (d), ICGEB may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

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. ICGEB reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case ICGEB 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 ICGEB under this Article, no payment shall be due from ICGEB 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, ICGEB may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform ICGEB of the occurrence of any of the above event.

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 ICGEB.

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

19. 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. In addition, the Contractor shall maintain compliance with all obligations relating to its services to ICGEB when working within its premises.
These obligations do not lapse upon satisfactory completion of the work under this Contract or termination of this Contract, including termination by ICGEB

20. 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 ICGEB unless provided by an amendment to this Contract signed by the authorized official of ICGEB.

21. SECURITY
The responsibility for the safety and security of the Contractor and its personnel and property, and of ICGEB 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.
ICGEB 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 ICGEB property in its custody.

22. BANKRUPTCY
Should the Contractor be adjudged bankrupt or be liquidated or become insolvent, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor’s insolvency, ICGEB may, without prejudice to any other right or remedy it may have under the terms of this Contract, terminate this Contract forthwith by giving the Contractor written notice of such termination. The Contractor shall immediately inform ICGEB of the occurrence of any of the above events.
The provisions of Article 12 and 13 are without prejudice to any other rights or remedies of ICGEB under the Contract or otherwise.
ANNEX III – Terms of Reference (TOR)

1. BACKGROUND AND JUSTIFICATION

The ICGEB is a unique intergovernmental organization initially established as a special project of UNIDO. Fully autonomous since 1994, it runs 46 state-of-the-art laboratories, in Trieste, Italy, New Delhi, India and Cape Town, South Africa and forms an interactive network with over 65 Member States. It plays a key role in Biotechnology worldwide for excellence in Research, Training and Technology Transfer to industry to contribute in concrete terms to the achievement of sustainable global development and operates within the United Nations System.

Key Objectives

Creation of an eLearning module to be added to a pre-existing online portfolio (see https://showcase-icgeb.elearning.it/) to deliver content to users via a cloud host.

Main expected results:

I. The successful completion and delivery of an eLearning module based on Shareable Content Object Reference Model (SCORM 1.2) specifications within a 6-month period from contract award.

2. SCOPE OF THE WORK

ICGEB is seeking to contract an experienced partner to design an eLearning module. The module will include comprehension exercises and tests, closing with a final exam and certification. It must be compatible with the pre-existing SCORM-based modules (showcase available at https://showcase-icgeb.elearning.it/) already developed by ICGEB. Temporary access can be granted to allow further scoping of the tender by sending an e-mail request to procurement@icgeb.org.

The eLearning module production will result from the coordination of a number of varying necessary inputs between the bidder, ICGEB and identified expert(s) to generate and compile content. This is expected to involve the drafting of a storyboard outlining the sequence of each element (video/PDF/graphic/exercise/memory quiz/exam) resulting in the module design. Once the elements are generated and the curriculum established online (production), it will be subjected to peer review by other Content experts to ensure that all the key information is present and accurately provided, and any necessary adjustments made during a testing and revision phase before the module is completed in a manner which serves the needs of the ICGEB. The module will then be uploaded to an ICGEB-controlled remote server and made available through a password-protected LMS portal to deliver the module content, conduct the exams, and provide the administrative infrastructure to register users and track their progress.

To elaborate, the module must be divided into Units with multiple slide types, integrated glossary and resources. Each slide may contain:

- Expert only (video footage of the speaker on neutral background)
- Expert + animated text synced with the speech
- Expert + text + image
- Text + image
- Text + graphic animation
- Quiz (single/multiple choice) with optional side images
- Interactive content (e.g. image exploration)
- PDF reader

Searchable Glossary and Resources of each unit available for every slide in every moment via pop-up sidebars.

Responsibilities of bidder:

I. Content generated, formatted, tested and packaged in a manner conducive to eLearning, including:

- Original video recordings of the expert(s) together with on-screen text, images, graphs and simple animations.
- Tailored mandatory exercises to reinforce the learning experience.
• Intermediate tests (memory quizzes) and final module exam, based on randomly extracted questions of multiple choice, multiple answer, ranking and true/false from a larger pool of questions.
• Permitted third-party resources incorporated directly into the content, including PDFs, YouTube videos and links to websites.
• Directly-accessible interactive glossary and additional resources.
• Completion certificates unique to each user.
• Delivery of the final module, in both English and French language versions.

II. Close collaboration with ICGEB for:
• The development of the Macro Template & Storyboarding.
• Identification of expert(s) and provision of subject content material.
• Provision of larger pool of subject-specific questions, using templates provided by bidder.
• Peer reviewing and quality checking of content in post-production.
ANNEX IV – Proposal Submission Form

TO: ICGEB

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 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:

Authorized Signature:

Name & title of Authorised Signature:

Date:

Enclosure: Project proposal
ANNEX V — Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate document in line with paragraph 11 of the Instructions to Bidders.

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

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. ICGEB will not grant advance payments except in motivated situations where the potential contractor specifies in the proposal that there are special circumstances warranting an advance payment or the nature of the work so requires. ICGEB, 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.

Part One: Cost breakdown

<table>
<thead>
<tr>
<th>Description of Activity/Item</th>
<th>No of Consultants</th>
<th>Rate per Day [Euro/amount]</th>
<th>No of man-days</th>
<th>Total [Euro/amount]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Remuneration</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1.1 Services at Home Office</td>
<td></td>
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<tr>
<td>1.2 Services on site</td>
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<tr>
<td>2. Other Expenses</td>
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<tr>
<td>2.1 Travel</td>
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<tr>
<td>2.2 Per Diem Allowances</td>
<td></td>
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<tr>
<td>2.3 Communications</td>
<td></td>
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<tr>
<td>2.4 Equipment and other items</td>
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<tr>
<td>2.5 Others (please specify)</td>
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</tbody>
</table>
## ANNEX VI – Supplier Information Form

Please provide the following information:

### SUPPLIER INFORMATION (please use capital letters)

<table>
<thead>
<tr>
<th>Name / Company name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date and place of creation</td>
<td></td>
</tr>
<tr>
<td>Area of expertise</td>
<td></td>
</tr>
<tr>
<td>Street name / House Number</td>
<td></td>
</tr>
<tr>
<td>Postal Code / City</td>
<td></td>
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<tr>
<td>P.O. Box</td>
<td></td>
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<tr>
<td>Country</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
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<tr>
<td>Fax</td>
<td></td>
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<tr>
<td>Email</td>
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<tr>
<td>Language of correspondence</td>
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<tr>
<td>Tax Code 1 (i.e. VAT) / Tax Code 2 (i.e. Fiscal Code or as applicable)</td>
<td></td>
</tr>
</tbody>
</table>

### Contact

| Contact 1 |  |
| Contact 2 |  |

### BANK INFORMATION (please attach copy of bank details which you should obtain from your bank)

| Full bank name |  |
| Full agency name |  |
| Full bank address |  |
| Bank Postal code / Bank City |  |
| Bank country |  |
| SWIFT/BIC code |  |
| IBAN |  |
| Bank code & branch code |  |
| Bank account Number |  |
| Control Key (if applicable) |  |
| Account holder name |  |
| Account currency |  |

### ADDITIONAL INFORMATION (Please add any comment that may facilitate your identification)

---
### ANNEX VII — Projects History (Template)

<table>
<thead>
<tr>
<th>Project Ref#:</th>
<th>Project Title:</th>
<th>Name of Client</th>
<th>Original Project Value (Euro)</th>
<th>Closing Project Value (Euro)</th>
<th>Proportion carried out by your Firm (%)</th>
<th>% of completion</th>
<th>Nº of Staff provided</th>
<th>Dates (Start/End)</th>
<th>Name of Partners (if any)</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**Detailed description of the project (please type below)**

**Type of services provided:**

**Contact Person (Name/ Functional Title/ email or telephone address):**

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

<table>
<thead>
<tr>
<th>Organization Name/Country:</th>
<th>Contact person:</th>
<th>Telephone:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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</tbody>
</table>

ICGEB reserves the right to contact other sources as well as to check references and past performance. For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.
ANNEX VIII - CV Template (for key staff only)

1. Family name:
2. First names:
3. Occupation (role and function):
4. Nationality:
5. Residence:
6. Education:

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>(Date from – Date to)</th>
<th>Degrees obtained &amp; Major Field of Study</th>
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</thead>
<tbody>
<tr>
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</table>

7. Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

<table>
<thead>
<tr>
<th>Language</th>
<th>Reading</th>
<th>Speaking</th>
<th>Writing</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
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<tr>
<td>Italian</td>
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</tbody>
</table>

8. Membership of professional bodies:
9. Other skills:

10. Professional experience

<table>
<thead>
<tr>
<th>Date from-to</th>
<th>Location</th>
<th>Employer</th>
<th>Position</th>
<th>Description of specific assignment</th>
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</thead>
<tbody>
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11. Projects History