



الوكالة الدولية للطاقة الذرية
国际原子能机构
International Atomic Energy Agency
Agence internationale de l'énergie atomique
Международное агентство по атомной энергии
Organismo Internacional de Energía Atómica

RFP-27612-OP

SPECIAL INSTRUCTIONS TO BIDDERS FOR PREPARATION OF THE PROPOSAL “Provision of long-term IT Training Services”

These Special Instructions apply in addition to the standard IAEA “General Instructions for Bidders”.

The Solicitation consists of the following parts:

1. Cover letter
2. Special Instructions to Bidders including:
 - 2.1 Submission of the Proposal
 - 2.2 Content of Technical Proposal
 - 2.3 Content of Commercial Proposal
 - 2.4 Evaluation and Selection Criteria
3. Compliance Lists for submission of the Technical Proposal (Annex 1 to RFP)
4. Format for submission of Commercial Proposal (Annex 2 to RFP)
5. Sample case for customization (Annex 3 to RFP)
6. Draft Contract (Annex 4 to RFP)
7. IAEA General Conditions of Contract (Annex A to the Contract)
8. Statement of Work (Annex B to the Contract)
9. Acknowledgment of Receipt (to be sent back to the IAEA by e-mail within 7 working days after receipt of the Solicitation, Annex 5 to RFP).

2.1 SUBMISSION OF THE PROPOSAL

Bids submission: Bidders have a right to bid for one, two or more categories. Each category will be evaluated separately.

Language: The Proposal shall be in the English language only.

Length of Proposal: The Proposal shall be precise and concise, not more than 5 pages for the Technical Proposal excluding Compliance Lists. Catalogues, marketing or commercial documentation should be avoided. The direct links to the courses description, marketing or commercial documentation should be provided instead.

Format of Proposal: Proposal shall be submitted in electronic format (i.e. via e-mail) including the following documents:

- Technical Proposal (5 pages maximum) + Compliance Lists; and
- Commercial Proposal.

NOTE: Technical Proposal shall NOT include any prices or other financial information.

The electronic files shall be clearly named as “Technical Proposal” and “Commercial Proposal” files.

The Proposal in two separate emails with the subject names

Email 1 - “Technical Proposal RFP-27612-OP”

Email 2 - “Commercial Proposal RFP-27612-OP”

shall be sent to the following e-mail address: Official-Mail.Tenders@iaea.org

Do not send any other communications to this e-mail. Note that IAEA responsible contract staff shall not be copied during Proposal submission.

Request for clarifications to the RFP with the subject name “RFP-27612-OP” shall be sent to the IAEA responsible contracting staff at O.Polonskaya@iaea.org and Cc to A.Ivanov@iaea.org. Request for clarifications, if any, shall be submitted at the latest ten days before the Closing Date to allow proper consideration.

All collected questions, if any, will be responded on 12 July 2016 in the form of consolidated Questions and Answers report, communicated to the interested bidders, who acknowledged the interest to participate in the bidding through Acknowledgment of Receipt (i.9), as well as posted on UNGM.

Acknowledgment of Receipt should be sent to the IAEA responsible contracting staff at O.Polonskaya@iaea.org

If electronic submission is not possible due to technical or size constraints (attached catalogues or larger than 4 Mb), the Proposal can be split and submitted as several e-mail attachments. Please contact the IAEA contracting staff if you continue to have problems with your submission.

2.2 CONTENT OF TECHNICAL PROPOSAL

Technical Proposal shall include, but shall not be limited to, the following information by number and in the order shown.

TRAININGS

1. Provide information on the proposed catalogue trainings, related learning paths and variety of the proposed training courses per each bided category. Provide information on variety of the provided delivery modes, such as classroom courses, virtual classroom courses, online courses, etc. (please complete attached Compliance list for the Trainings Annex 1).
Describe the process of development, management and maintenance of courses' content and indicate if the course material is under configuration control or not.

2. Complete description of delivery methods together with any innovative technology or methodology. An evidence of success of any particular delivery method through survey result or any independent study may be provided.
An indication what infrastructure support for onsite courses is needed from the customer for any delivery method would be helpful.
3. Based on the suggested scenario (Annex 3 to RFP) please describe in your proposal lead time, approach to customization including the estimation method used to arrive at the customization effort, justification of the delivery method proposed for the training in the case study including the contractor-customer engagement model and approach to conflict resolution in case of adverse feedback/evaluation of the delivered course. No financial estimate shall be included in the technical part.

ORGANIZATION/COMPANY CAPACITIES

4. Provide information on your organization/company as well as information on organization's relevant successful experience and knowledge in provision of requested services; information on affiliations, list of accreditations (please complete attached Compliance list with requirements to the Contractor Annex 1).
5. Provide information on availability of necessary human resources in your Organization/Company to provide the services. Indicate the number of available instructors for each of the category. Provide 3 to 5 CVs (in English) of your Instructors/Trainers for reference. Information provided in the CVs shall prove positive experience in implementation of the similar services.
6. Provide at least 3 references for your Organization/Company with detailed background information to prove positive experience in implementation of the similar services. At least 1 reference shall be from the international organization.

2.3 CONTENT OF COMMERCIAL PROPOSAL

Currency: All prices shall be defined in EURO.

Proposals submitted in other currency will be converted to EURO using the applicable United Nations operational rate of exchange (available under <http://treasury.un.org/operationalrates/Default.aspx>). The resulting EURO price will be used for the price comparison and for the award.

The Commercial Proposal shall include, but shall not be limited to, the following information by number and in the order shown:

1. Indicate your Proposal reference number and date of your Proposal.
2. Provide full contact details for questions regarding your Proposal and those to be used in any resulting order or contract: legal name, address, telephone number, e-mail address, and contact person(s).
3. Confirm that your Proposal is valid for minimum one hundred and twenty (120) days from the RFP Closing Date.
4. Confirm acceptance of Contract template and the IAEA General Conditions of Contract.
5. Indicate in the table (Annex 2) below

- A) fixed cost for the major categories of the trainings;
- B) fixed daily customization cost; and
- C) fixed per Diem and one time travel cost to Vienna, Austria.

Additionally please provide a price list for other catalogue trainings with suggested discount from the original price list.

The IAEA's expenditure for IT training is estimated at Euro 300,000 annually with the following approximate distribution per each category:

A.	IT Project Management	10%
B.	IT Frameworks and Methodologies	10%
C.	IT Software Development	30%
D.	Quality Assurance and Testing	5%
E.	SharePoint Administration, Architecture and Development	5%
F.	IT Servers, Desktops and Network Administration	15%
G.	Virtualization	10%
H.	Cloud Services	5%
I.	Database Systems and Business Intelligence	5%
J.	Soft Skills for IT Professionals	5%

Taxes: All prices shall be net of any taxes. If any tax or fee might be applied, this shall be defined separately.

All prices shall not include any indirect taxes (value added tax, general sales tax, goods and services tax, etc.) and customs duties or fees. Any applicable taxes or fees shall be defined separately. *Note for suppliers located in the EU:* The IAEA is an international organization and, therefore, does not have a VAT or EORI number. The IAEA is exempted from VAT in the EU in accordance with EU Directive 2006/112/EC - Article 151 (previously EU VAT Directive 77/388/EEC - Article 15 paragraph 10).

- (i) Payment Terms: The IAEA will not provide any advance payments or payments by letter of credit. The standard IAEA payment terms are by bank transfer net thirty (30) days after acceptance of Contractor's invoice and and/or acceptance by the IAEA of the services. Confirm the suggested schedule of payment.
- (ii) Provide a statement attesting that you are offering the IAEA the most favoured customer status: "I certify that the pricing offered does not exceed selling prices to other customers for the same or substantially similar items and/or services for comparable quantities under similar terms and conditions".

2.4 EVALUATION AND SELECTION CRITERIA

Evaluation of the Proposals by the IAEA will be based on the following qualification requirements and evaluation criteria.

2.4.1. Qualification requirements:

Administrative compliance

The bidder (Organization/Company) shall be properly registered, has all required certificates and licenses for the provision of requested services.

The bidders that pass the above criterion will be accepted for further technical evaluation.

2.4.2. Technical Evaluation criteria:

Proposals for each category will be evaluated against the following evaluation criteria:

- a) Training courses content quality for proposed category;
- b) Range of offered trainings for proposed category;
- c) Variety, relevance and technology of delivery methods for proposed category;
- d) Customization process and approach (based on the suggested customization scenario in Annex 3 to RFP);
- e) Organization/Company profile (company experience, capacity and relevant qualifications of trainers); and
- f) Relevant references.

2.4.3. Commercial Evaluation

Subject to the conformance of the Technical Proposal to the requirements, the Proposal will be evaluated as follows:

- Commercial acceptability of the Financial Proposal; and
- Contractual compliance (acceptance of the Contract Draft and GCC).

Please confirm acceptance of the Contract Draft and GCC.

2.4.4. Selection Criteria

A Contract will be awarded to the Bidder who submits proposal that represents the best value for money combining “cost and quality”.

Each category will be evaluated separately. Agency has a right to sign Agreement with none, one or two top scored companies per each separate category.

3.

ANNEX 1

Compliance List for the Requirements to the Contractor (for Technical Proposal)

		Yes/No	Details
7.1.	A Contractor (company/organization) shall have:		
7.1.1.	Proper registration and have all required licenses and accreditation for the provision of Training courses, and licenses for tools and software used for the delivery;		
7.1.2.	A pool of professional Instructors;		
7.1.3.	Positive experience in provision of trainings and development of trainings. A proven record of at least 3 satisfied customers to whom the relevant service was provided in last 5 years, among which at least one was an international organization; and		
7.1.4.	Designated Account Manager/point of contact for training enquiries and coordination.		
7.2.	Trainers/Instructors proposed for the Training Course delivery shall have “real-world”/industry related expert knowledge in the requested training categories and shall have:		
7.2.1.	Good command of English language (written and oral) and communication skills, with a sensitivity towards a multicultural environment;		
7.2.2.	A minimum of 5 years of experience in providing IT training and assessment services as described in this SOW;		
7.2.3.	A proven record of at least 3 satisfied customers to whom the relevant service was provided in last 3 years; and		
7.2.4.	Industry accreditations and certifications, or similar		

	qualifications relevant to the services and assessments provided (e.g. APMG for PRINCE2, ISEB for ITIL).		
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Compliance List for the Training Courses (for Technical Proposal)

3.		Yes/No	Details and modes of delivery	WebLink to course in the catalogue
A.	IT Project Management			
	<ul style="list-style-type: none"> Courses shall include at a minimum PRINCE2 (Foundation and Practitioner). 			
	<ul style="list-style-type: none"> Other examples include Portfolio Management, Program Management, Risk Management, high-level overview of PRINCE2 for senior management. 			
B.	IT Frameworks and Methodologies			
	<ul style="list-style-type: none"> Courses shall include at a minimum most recent version of ITIL Service Management. 			
	<ul style="list-style-type: none"> Other examples include COBIT, TOGAF, IT Governance, Business Analysis, Information Architecture, ECM Governance, SCRUM, KANBAN and other Agile Methodologies and Frameworks. 			
C.	IT Software Development			
	<ul style="list-style-type: none"> Courses shall include at a minimum Microsoft technology based courses for application development and design, using best practices. 			
	<ul style="list-style-type: none"> Other examples include insights into latest Microsoft technology updates, general Web development, Enterprise Architecture, JavaScript Frameworks and Libraries, Responsive Design, Best Practices, SDLC approaches, Application Performance, Web Content Management, Mobile Apps Development, Open Source technologies. 			

D.	Quality Assurance and Testing			
	• Testing methodologies and Frameworks			
	• Testing Tools			
	• Auditing			
	• Courses focusing on QA Methodologies, frameworks and Tools			
E.	SharePoint Administration, Architecture and Development			
	Courses shall include at a minimum SharePoint administration, governance, information and solution architecture, customized solutions and development.			
F.	IT Servers, Desktops and Network Administration			
	• Courses shall include at a minimum Microsoft based technologies			
	• Other examples include Red Hat Linux, VMWare, Network Configuration and Troubleshooting, Disaster Recovery			
G.	Virtualization			
	Focus is on remote access and productivity tools, operating systems.			
	• Desktop Virtualization			
	• Server Virtualization			
	• Network Virtualization			
	• Storage Virtualization			
H.	Cloud Services			
	Focus is on how to utilize cloud services such as Azure, Office 365, Amazon Web Services (AWS), Airwatch from the end-user perspective and deployment approach.			
I.	Database Systems and Business Intelligence			
	• Courses shall include at a minimum SQL Server, SSAS, SSRS			
	• Other examples include: Oracle, specifically:			
	o eBusiness Suite Applications: including, but not limited to, Oracle Financials, Procure to Pay, Project and			

	Grants Accounting, TCA, Oracle HCM and Payroll;			
o	Enterprise Performance Management Suite: including Hyperion Planning, Hyperion Financial Reporting, Essbase Fundamentals; and			
o	Developer Suite: including, but not limited to, PL/SQL, Workflows, QA Application Framework, ADF, Oracle Data Integrator, OBIEE, Forms, Reports, BI Publisher.			
•	MONGO DB			
J.	Soft Skills for IT Professionals			
	Focus is on effective communication for IT Professionals (specifically Service Desk), leadership, creative thinking, customer oriented culture, SLA negotiation, how to talk to non-technical audience.			

		Yes/No	Details
5	General Requirements to the Training Courses		
5.1.	The Contractor shall conduct all training courses and assessments, and provide all course material in English language;		
5.2.	The Contractor shall provide on-site courses in Vienna, Austria for audiences of average class size of 20, maximum 50;		
5.3.	The Contractor shall offer extensive online training materials for delivered courses;		
5.4.	The Contractor shall offer extensive opportunities for public classroom training in English within Europe;		
5.5.	When relevant, the Contractor shall provide either self-hosted or partner-based certification examinations, either in-person at the IAEA, online, or at local testing facilities		

	in Vienna, Austria; Tokyo, Japan; Monaco, and Toronto, Canada;		
5.6.	The Contractor shall provide environments for laboratory exercises and online skills assessment and training. Virtual environments which are remotely accessible are acceptable, but shall not expose the IAEA to excessive additional security risks;		
5.7.	The Contractor shall have the accreditation necessary for the course material used, course instructor and/or for conducting the associated certification exam; and		
5.8.	Where possible, the IAEA shall have access to IT skills testing/assessment as follows:		
•	Industry certification examination preparation		
•	Online testing for skills assessment		
•	Technology courses shall include relevant best practices from the industry.		

4.

ANNEX 2

FORMAT FOR SUBMISSION OF COMMERCIAL PROPOSAL

RFP-27612-OP for Provision of long-term IT Training Services

No.	Line item description	Duration of course (days)	Price per participant / Online training	Price per participant / Onsite training	Price per participant / Public training	Reference to SOW and explanations (if required)
	CATALOGUE TRAININGS					
	Category A IT Project Management					
	PRINCE2 (Foundation and Practitioner)					
	Category B IT Frameworks and Methodologies					
	ITIL Service Management					
	Category C IT Software Development (Microsoft technology based courses for application development and design)					
	.NET Best Practices and Design Patterns*					
	Developing mobile applications for iOS, Android and Windows Phone with Xamarin*					
	Category D Quality Assurance and Testing					
	Testing methodologies and Frameworks					
	Testing Tools					
	Auditing					

	Others, courses focusing on QA Methodologies, frameworks and Tools					
	Category E SharePoint Administration, Architecture and Development (SharePoint administration, governance, information and solution architecture, customized solutions and development)					
	Administering SharePoint 2013/2016*					
	Microsoft SharePoint for Developers*					
	Microsoft SharePoint for PowerUsers*					
	Category F IT Servers, Desktops and Network Administration					
	Microsoft based technologies					
	Category G Virtualization					
	Desktop Virtualization					
	Server Virtualization					
	Network Virtualization					
	Storage Virtualization					
	Category H Cloud Services (Focus is on how to utilize cloud services such as Azure, Office 365, Amazon Web Services (AWS), Airwatch from the end-user perspective and deployment approach)					

	Developing Cloud Applications for Windows Azure*					
	Configuring and Administering Office 365*					
	Category I Database Systems and Business Intelligence					
	SQL Server					
	SSAS					
	SSRS					
	Oracle Business Intelligence 12c*					
	Cloud Application Foundation*					
	Oracle PL/SQL and Workflows*					
	Oracle Application Framework*					
	Category J Soft Skills for IT Professionals (Focus is on effective communication for IT Professionals (specifically Service Desk), leadership, creative thinking, customer oriented culture, SLA negotiation, how to talk to non-technical audience. Communication skills for IT Professionals)					
	Effective Communication skills for IT Professionals*					
	Technical Writing Skills for IT Professionals*					
	CUSTOMIZATION					
	1 day customization cost					
	Cost of provisioning					

	the hardware for the training with licensed software installed					
	Additional cost for certifications and exams, if any					
	Other costs for customization					
	OTHER EXPENSES					
	DSA					Please note that DSA “per diem” should not exceed the applicable UN DSA rates
	Travel expenses (Vienna, Austria)					Please provide breakdown of the cost/person, departure and destination, travel mode. Please note that the most direct flexible economy class rate should be offered
	Other cost (please specify)					

* Specific course is used for commercial evaluation purposes only, and this information does not reduce the scope of the category to the listed course title(s).

Customization case

A. Based on the suggested scenario please describe in your Technical Proposal lead time, approach to customization including the estimation method used to arrive at the customization effort, justification of the delivery method proposed for the training in the case study including the contractor-customer engagement model and approach to conflict resolution in case of adverse feedback/evaluation of the delivered course. No financial estimate shall be included in the Technical Proposal.

- IAEA would like to conduct a hands-on training course ideally onsite at the IAEA premises for our contractors;
- The expected number of participants to this course is 23 but the number could go up as well;
- The course is not a standard course listed in the Agreement but falls under one of the categories included in the Agreement and would need customization (remove 3 chapters, but add 2 chapters from another course and it fits 5 days of training);
- Assume that IAEA does not have licenses for the software that would be required for this hands-on training/workshop;
- Indicate the lead time you would require for customization and other logistical aspects for conducting this course;
- Include details of any Industry certifications associated to this course, details of associated exams;
- Propose the most effective modes of training delivery for this course;
- Illustrate all pre-requisites and expectations that you have from the IAEA; and
- Assume that the course needs to be delivered in 4-6 weeks from the order issuance.

B. Please include into the Commercial proposal for customization (Annex 2 table) following information:

- 1 day customization cost;
- Cost of provisioning the Hardware for the training with licensed software installed and any extra costs; and
- Additional cost for certifications and exams, if any.



IAEA

Atoms for Peace

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Organismo Internacional de Energía Atómica

Wagramer Strasse 5, PO Box 100, 1400 Vienna, Austria

Phone: (+43 1) 2600 • Fax: (+43 1) 26007

Email: Official.Mail@iaea.org • Internet: <http://www.iaea.org>

In reply please refer to:

Dial directly to extension: (+431) 2600-

6.

ANNEX 4

BLANKET PURCHASE AGREEMENT No: BPA.....

- Provision of long-term IT Training Services-

This Blanket Purchase Agreement (the Agreement) is made between the International Atomic Energy Agency (hereinafter referred to as “the IAEA”) whose address is: Wagramerstrasse 5, P.O. Box 100, A-1400 Vienna, Austria, and

_____ (hereinafter referred to as “the Supplier”) whose address is

WHEREAS the IAEA desires to procure services from the Supplier during the period of validity of this Agreement.

WHEREAS pursuant to the IAEA’s Invitation to Bid Number RFP-27612-OP for the procurement of Long- Term IT Training Services, the offer of the Supplier was accepted;

NOW, THEREFORE, the IAEA and the Supplier hereby agree as follows:

Article 1

Scope of Work

1. The Supplier shall provide the IAEA, as and when ordered, the services described in the Annex B to this Agreement at the price/prices stipulated therein for the period of validity of the Agreement, as indicated in Article 7 below.
2. Any request by the IAEA shall be made by Purchase Order(s) issued by the IAEA.
3. The IAEA does not warrant that it will purchase any minimum quantity/volume of services described in the Annex during the period of validity of this Agreement.
4. Any order made by the IAEA under this Agreement shall be governed by the IAEA General Conditions of Contract, Annex A to this Agreement.

Article 2

Delivery and Lead Times

1. The Supplier undertakes to deliver the services referred to in Annex B to this Agreement within _____ weeks (*to be agreed by the supplier and IAEA during bidding*) after the receipt of an IAEA Purchase Order. In the event of unforeseen delays, the Supplier shall immediately notify the IAEA's Office of Procurement Services by e-mail and indicate the estimated time of delivery.
2. Partial delivery of services under an individual Purchase Order shall not be permitted (unless agreed and authorized by the IAEA).

Article 3

Changes in Conditions

In the event of any advantageous technical changes and/or downward pricing of services specified in the Annex to this Agreement during the duration of this Agreement, the Supplier shall notify the IAEA immediately. The IAEA shall consider the impact of any such event and may request an amendment of the Agreement.

Article 4

Privileges and Immunities

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

Article 5

Arbitration

All disputes arising out of or relating to the interpretation or implementation of this Agreement which cannot otherwise be settled by the Parties shall be referred by any of them to arbitration for settlement in accordance with UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria, and the language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the Parties.

Article 6

Amendment

No modification, or changes to this Agreement, or waiver of any of its provisions, shall be valid unless approved in writing by the duly authorized representatives of the Parties.

Article 7

Entry into Force

This Agreement shall enter into force on the date of the last signature by the representatives of the Parties (hereinafter referred to as “Entry into Force”) and shall remain valid and in force until _____ [EXPIRY DATE, up to 3 years] and may be renewed (at the same terms and conditions) by mutual agreement of all the Parties.

The IAEA has the option to extend the Agreement for two (2) further twelve (12) month periods under the same terms and conditions as those of this Agreement.

The optional extensions will be implemented through a written notification to the Supplier by the IAEA.

For the INTERNATIONAL ATOMIC
ENERGY AGENCY
(the IAEA):

(signature)

(name and title)

(place and date)

For:

(the Supplier)

(signature)

(name and title)

(place and date)



GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

These General Conditions of Contract shall apply to the provision of Services to the IAEA, unless otherwise agreed in writing.

The IAEA and the Contractor shall also each be referred to as a “Party” or jointly as “Parties” hereunder.

1. LEGAL STATUS: The Contractor shall have the legal status of an independent contractor *vis-à-vis* the IAEA, and nothing contained in or relating to the Contract shall be construed as establishing any relationship between the Parties except as a consequence of the rights and obligations arising from the Contract. The Contractor is not entitled to act as an agent or in the name of the IAEA. The officials, representatives, employees, agents, servants or subcontractors of a Party shall not be considered in any respect as being the employees or agents or contractors of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. NON-EXCLUSIVITY: The Contract is signed on a non-exclusive basis. The IAEA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract from any other source at any time.

3. RESPONSIBILITIES OF THE CONTRACTOR:

3.1 The Contractor shall:

- a) Perform its obligations under the Contract in accordance with applicable laws, norms, standards and regulations;
- b) Perform its obligations in good faith and comply with both the express requirements of the IAEA, as defined in the Contract, and all obligations arising from the nature and purpose of the Contract;
- c) Procure tools, materials and personnel (hereinafter including but not limited to Contractor’s officials, employees, agents, servants, sub-contractors and other representatives) as necessary for the proper performance of the work;
- d) Be responsible for the conduct and professional competence of the personnel it assigns to perform under the Contract and ensure that its personnel respect all applicable laws and regulations, conform to a high standard of moral and ethical conduct and comply with the IAEA security requirements and instructions when at IAEA premises;
- e) Obtain and maintain all permits, licenses and/or authorisations as required by applicable laws and regulations and as necessary for the performance of its obligations under the Contract.

3.2 In the event of failure to obtain the permits, licences and/or authorisations required under Article 3 (e) above within a reasonable time after the signature of the Contract, depending on the nature and the scope of the Contract, the IAEA may declare the Contract voided or terminate the Contract for the part not performed.

4. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions/restrictions from any authority external to the IAEA in connection with the performance of its obligations under the Contract.

5. SUB-CONTRACTING:

5.1 In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the IAEA. The Contractor shall be solely responsible towards the IAEA for the proper

execution by any sub-contractors. The terms of any sub-contract shall be subject to and in conformity with these General Conditions of Contract.

5.2 The rejection by the IAEA at any time (before or during the implementation of the Contract) of a sub-contractor shall not entitle the Contractor to claim any delays in the performance of the Contract, nor relieve the Contractor of any of its obligations under the Contract.

6. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

6.1 Except as is otherwise expressly provided in writing in the Contract, the IAEA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the IAEA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the IAEA.

6.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the IAEA does not and shall not claim any ownership interest thereto, and the Contractor grants to the IAEA a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

6.3 The above does not apply to software products and/or source codes that are proprietary to the Contractor and have to be provided as-is, integrated or customised under the Contract. In this case the Parties may agree on the terms of license in a separate Software License Agreement.

7. CONFIDENTIALITY:

7.1 Information, documents, plans, drawings and data ("Information") 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 *Highly Confidential*, *Confidential* or *Restricted* shall be handled as follows:

- a) The Recipient of such Information shall:
 - (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
 - (ii) use the Information solely for the purpose for which it was disclosed.
- b) The Recipient may disclose Information to:
 - (i) any other party with the Discloser's prior written consent, provided that the Recipient has a written agreement with the persons or entities requiring them to treat the Information as confidential; *and*,
 - (ii) the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract.

7.2 As a general rule, all technical, financial information or other documentation and data compiled for or received from the IAEA under the Contract shall be treated as confidential and subject to the provisions of paragraph 7.1 above.

7.3 On completion of the Contract, all Information received from the IAEA in a tangible form (paper or electronic format) shall be returned to the IAEA's authorized officials or destroyed (as instructed by the IAEA).

7.4 In case the Contractor is requested by law or judicial order or by any national authority to disclose Information

received by the IAEA, before any such disclosure is made the Contractor shall give the IAEA immediate notice of such a request in order to allow the IAEA to take protective measures or such other action as may be appropriate.

7.5 The IAEA may disclose Information to the extent required pursuant to its Statute, or pursuant to resolutions or regulations of the General Conference, Board of Governors or rules promulgated thereunder.

7.6 The Recipient shall not be precluded from disclosing Information that: (i) is obtained from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is previously known by the Recipient, as shown by written evidence; or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.

8. CONTRACTOR'S INSURANCE AND LIABILITY TO THIRD PARTIES:

8.1 Unless otherwise provided in the Contract, the Contractor shall, prior to commencement of performance of any other obligations under the Contract, take out and maintain for the entire duration of the Contract and any extensions thereof:

- a) Insurance against all risks in respect of the goods, property and any equipment used for the execution of the Contract;
- b) All appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with the Contract;
- c) Liability insurance in an adequate amount to cover third party claims for death or bodily injury and loss of or damage to property, arising from or in connection with the implementation of the Contract. The Contractor shall ensure that the same applies to its personnel performing work or services in connection with the Contract.

8.2 The Contractor acknowledges and agrees that the IAEA accepts no responsibility for providing life, health, accident, travel or any other insurance coverage of any Contractor's personnel performing services in connection with the Contract.

8.3 The Contractor shall, upon request, provide the IAEA with satisfactory evidence of the insurances required under Article 8.1 above.

8.4 The IAEA reserves the right to request the Contractor to increase the liability coverage defined in the above insurance policies, as appropriate, depending on the value and purposes of the Contract. Any amounts not insured, not recovered or not claimed by the Contractor shall be borne by the Contractor.

8.5 Except for workmen's compensation insurance, the insurance policies shall:

- a) Name the IAEA as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the IAEA; and
- c) Provide that the IAEA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

9. ENCUMBRANCES/LIENS: The Contractor shall not cause or permit any lien, attachment, or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the IAEA against moneys due or which may 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. INDEMNIFICATION:

10.1 The Contractor shall indemnify, hold and save harmless and defend, at its own expense, the IAEA, 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: (i) acts or omissions of the Contractor or its personnel in the performance of the Contract, including claims and liability in the nature of workmen's compensation; (ii) product liability; and (iii) claims

arising out of the unauthorised use of patented inventions or devices, copyrighted material or other intellectual property provided by the Contractor under the Contract.

10.2 The responsibility of the Contractor under this Article shall not be limited by or subject to any terms of existing Contractor's insurances.

11. TERMINATION:

11.1 The IAEA may terminate the Contract in whole or part, upon thirty (30) days' written notice to the Contractor.

11.2 Where notice of termination is given, the Contractor shall, as from the date of receipt of such notice from the IAEA:

- a) Take immediate steps to bring the work and services to a close in a prompt and orderly manner and reduce expenses to a minimum;
- b) Refrain from undertaking any further commitments;
- c) If required by the IAEA, transfer title and deliver to the IAEA the fabricated parts, work in process, completed work, supplies and other material produced or acquired for the portion of the Contract terminated; and
- d) Deliver all completed or partially completed plans, drawings, and any other information subject to Intellectual Property Rights.

11.3 In the event of any termination, the IAEA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract.

11.4 On termination, the IAEA shall be liable to pay the Contractor for those goods delivered and services satisfactorily performed and accepted in accordance with the requirements of the Contract or purchased in preparation thereof, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination by the IAEA.

11.5 In no event will the IAEA be liable to pay to the Contractor an amount greater than the agreed Contract price.

11.6 The IAEA may, without prejudice to any other right or remedy available to it, terminate the Contract immediately by giving the Contractor written notice of such termination, after full consideration of all relevant circumstances, including the reply of the Contractor, in the event that:

- a) The Contractor commits a fundamental breach to the terms of the Contract and it fails to remedy the situation within a reasonable time upon the IAEA written request;
- b) It becomes apparent that the Contractor loses its ability to perform, or suffers a serious deficiency in its credit worthiness, or its conduct in performing or preparing the performance makes it apparent that it will not perform a substantial part of its obligations and the Contractor fails to remedy the situation or provide assurances/evidence of its capability to perform, upon the IAEA written request;
- c) The Contractor is adjudged bankrupt, or make a general assignment for the benefit of its creditors, or a receiver is appointed on account of the Contractor's insolvency;
- d) There is a breach of Articles 5, 7, 13 and 14 of these General Conditions of Contract. The right to termination under this paragraph shall also apply with respect to any subcontractor for the part of work related to such subcontractor.

11.7 In case of termination under Article 11.6 above the IAEA has the right to, at its own option:

- a) Have the work performed under its direct responsibility, in which case the Contractor shall be obliged to pay all additional costs arising for the IAEA;
- b) Have the work performed by way of a replacement contract with a third party, in which case the Contractor shall be obliged to pay all additional costs arising for the IAEA;
- c) Have the work terminated, in which case the IAEA shall be entitled to full compensation for the expenses incurred by the IAEA caused by the Contractor's non-fulfilment of its contractual obligations.

11.8 Termination under Articles 11.6 and 11.7 above shall be without prejudice to any other rights or remedies that the IAEA may be entitled to hereunder or at law with particular reference to claims for damages and losses occurred.

11.9 In case of termination under this Section 11, any liability of the IAEA for loss of actual or expected profit, and for indirect or consequential losses, is expressly excluded.

12. FORCE MAJEURE:

12.1 In the event of any cause constituting *force majeure*, the affected Party shall promptly give notice in writing to the other Party of such occurrence or cause, if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations under the Contract, including any possible period of delay. The affected Party shall also notify the other Party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than sixty (60) days following the provisions of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures (if any) that might be incurred as a consequence of *force majeure* or the duration of the change in condition. On receipt of such notice, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, industrial and/or civil disturbances, formal orders of local courts and authorities or any other act of a similar nature or force, provided that such acts arise from causes beyond the control of a Party and without the fault or negligence of that Party.

12.3 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations under the Contract, the IAEA shall have the right to terminate the Contract in full or in part on the same terms and conditions as are provided for in Article 11 "Termination", except that the period of notice shall be fifteen (15) days instead of thirty (30) days. For the purpose of this Article, the Contractor shall be considered unable to perform its obligations under the Contract in case it is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of sixty (60) days from the date of receipt of the relevant notice by the IAEA or the IAEA becoming aware, by any other means, of such Contractor's inability.

13. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), 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. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the IAEA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

14. OFFICIALS NOT TO BENEFIT: The Contractor warrants that no officials, agents and employees of the IAEA are, have been or will be granted any direct or indirect benefit arising from the Contract or the award thereof, whether of financial or other nature. The Contractor agrees that breach of this provision may lead, at the IAEA's sole discretion, to the full avoidance of the Contract irrespective of any work performed. Avoidance shall exclude any right of the Contractor to claim any payment, even for work already performed. All delivered goods, whether used or not, will be returned at Contractor's expenses. Avoidance will be without prejudice to any further remedies that the IAEA may be entitled to hereunder or at law with particular reference to refund of payments already made, claims for damages and losses occurred, bribery and fraud. The provisions under this Article shall also apply with respect to any subcontractor for the part of work related to such sub-contractor.

15. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE IAEA: The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the IAEA. Also the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of the IAEA or any abbreviation of the name of the IAEA in connection with its business or otherwise, unless authorized in writing by the IAEA.

16. NOTICES: Official notices related to the Contract shall be in English and shall be valid if sent by registered mail, fax or any standard recognized form of electronic communication (such as E-mail, certified electronic mail or any future standard commercial communication method) to the address of the recipient Party defined in the Contract.

17. AMENDMENTS: Amendments to the Contract provisions shall be made in writing. No modification, change, waiver or additional contractual obligation or relationship shall be valid and enforceable against the IAEA unless agreed by means of a written amendment to the Contract signed by the Contractor and a duly authorized IAEA Contracting Officer.

18. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

19. ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or of any part thereof or of any of its rights, claims, liabilities or obligations under the Contract without the prior written consent of the IAEA. Any such unauthorized assignment, transfer, pledge or other disposition shall not be binding on the IAEA.

20. SURVIVAL: The obligations set forth in Articles 6, 7, 10, 15 of these General Conditions of Contract shall not cease upon completion, expiration or termination of the Contract.

21. COMPLETION OF CONTRACT: The Contract shall be considered complete when all terms and conditions have been complied with by the Parties and the Parties have discharged all reciprocal obligations. If the Contract is valid for a limited period of time, the expiration of the period of validity in itself shall not relieve any Party of completing obligations still pending at the date of expiration.

22. TAX EXEMPTION:

22.1 The Contractor shall not invoice or charge the IAEA for any taxes, fees or duties, unless required to do so by the relevant national authorities after consideration of the privileges and immunities accorded to the IAEA by its Member States. Any such requirement shall be in writing and submitted to the IAEA. The Contractor shall collaborate with the IAEA on a best effort basis in order to achieve tax exemption in the relevant country. If it is determined that any exempt taxes have nevertheless been included in the price, the IAEA may deduct the exempt amount at the time of payment. Payment of such reduced amount shall constitute full payment by the IAEA.

22.2 The IAEA is exempted from Value Added Tax (VAT) in the territory of the European Union (EU) in accordance with EU Directive 2006/112/EC - Article 151 (previously EU VAT Directive 77/388/EEC - Article 15 paragraph 10). Contractors located in EU countries shall not include VAT in the invoices to the IAEA. VAT will not be paid by the IAEA to EU contractors. Only contractors located in Austria will be paid the net amount plus VAT. Contractors should refer on the invoice to the above EU Directive or to the relevant VAT law applicable in the Contractor's country. The IAEA will provide a certificate of exemption only upon request.

23. AUDITS: Each invoice paid by the IAEA shall be subject to a post-payment audit by auditors, whether internal or external, of the IAEA or by other authorized or qualified agents of the IAEA at any time during the term of the Contract and for a period of three (3) years following the expiration or termination of the Contract. The IAEA shall be entitled to a refund from the Contractor for any amount shown by such audits to have been paid by the IAEA other than in accordance with the terms and conditions of the Contract.

24. SEVERABILITY: If any provision of this Contract will be declared or become invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the remaining provisions will remain valid and enforceable. Depending on the nature of the affected provisions, the Parties may agree to modify or replace such provisions as necessary to reflect the Parties' original intentions with regard to the respective rights and obligations.

25. SETTLEMENT OF DISPUTES:

25.1 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim relating to this Contract. In the event of a failure to reach an amicable settlement within one hundred and eighty (180) days after receipt by one Party of the other Party's written request for such amicable settlement, either Party shall have the right to refer such dispute, controversy, or claim to arbitration, in accordance with the UNCITRAL Arbitration Rules then in effect. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. The decisions of the arbitrator shall be final and binding on the Parties. Any arbitral proceedings in accordance with this Article must be commenced within three (3) years after receipt of notice by one Party of the other Party's written request for amicable settlement.

25.2 The arbitrator shall have no authority to award punitive damages or to award interest in excess of two per cent (2 %), and any such interest shall be simple interest only.

26. PRIVILEGES AND IMMUNITIES: Nothing in the Contract or any related notices and amendments shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

27. TRANSPORT, HANDLING, STORAGE AND USE OF RADIOACTIVE MATERIAL

27.1 The Contractor shall take all appropriate measures to ensure the safety and security of the radioactive material during its transport, handling, storage and use.

27.2 For contracts involving radioactive material other than nuclear material, the Contractor undertakes that adequate security measures and systems shall be maintained with respect to the radioactive material. These measures and systems shall as a minimum provide protection comparable to that set forth in IAEA Nuclear Security Series No. 14, entitled "Nuclear Security Recommendations on Radioactive Material and Associated Facilities" and No. 9, entitled "Security in the Transport of Radioactive Material", as they may be revised from time to time.

27.3 For contracts involving nuclear material, the Contractor undertakes that adequate physical protection measures and systems shall be maintained with respect to nuclear material and any special fissionable material produced through its use, including subsequent generations of produced special fissionable material. These measures and systems shall as a minimum provide protection comparable to that set forth in IAEA Nuclear Security Series No. 13, entitled "Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities (INFCIRC/225/Revision 5)", as it may be revised from time to time.

27.4 In addition to Section 27.3 above, the Contractor shall ensure that the:

- a) radioactive material is packed appropriately for the modes of transport to be used (air, sea and/or land) in accordance with the certificate of approval for package design and shipment issued by the relevant competent authorities;
- b) radioactive material is loaded, marked, labelled and transported, and where appropriate, the conveyance placarded, in accordance with the relevant national and international modal regulations for dangerous goods and, at a minimum, in accordance with the "Regulations for the Safe Transport of Radioactive Material", 2012 Edition, SSR-6, as it may be revised from time to time.
- c) consignment has all transport documents, including instructions for the carrier for use in the event of a transport accident or nuclear security event, an appropriate consignor's declaration, information for carriers and any

notifications of competent authorities as required by the applicable law. The Contractor shall have in its possession a copy of each approval certificate and a copy of the instructions with regard to the proper closing of the package and other preparations for shipment before initiating any shipment; and

- d) without prejudice to the aforementioned, the Contractor shall ensure that each package is marked with the following information in English: case No.; gross/net weight (kg); the centre of gravity (only for goods over two (2) tonnes); the applicable UN marking; measurement, length x width x height x (mm) and shipping marks such as “handle with care”, “right side up” and other appropriate international shipping marks.

27.5 Necessary protective measures shall be taken by the Contractor to prevent damage from moisture, rain, rust, shock and corrosion according to the different characteristics and requirements of the radioactive material in order to ensure that the radioactive material remains in a safe and sound condition.

STATEMENT OF WORK

Provision of long-term IT Training Services

1. Scope

This Statement of Work (SOW) describes the IAEA's requirements for the procurement of long term services on IT training courses provision primarily in, but not limited to, the following categories:

- A. IT Project Management
- B. IT Frameworks and Methodologies
- C. IT Software Development
- D. Quality Assurance and Testing
- E. SharePoint Administration, Architecture and Development
- F. IT Servers, Desktops and Network Administration
- G. Virtualization
- H. Cloud Services
- I. Database Systems and Business Intelligence
- J. Soft Skills for IT Professionals

The Section 3 "Requirements to Training courses" provides additional insights into the above mentioned categories.

2. Definitions, Acronyms, and Abbreviations

The following definitions, acronyms, and abbreviations shall apply throughout this SOW unless defined otherwise hereinafter:

COBIT – Control Objectives for Information and Related Technology

ECM – Enterprise Content Management

IAEA – International Atomic Energy Agency

IT – Information Technology

ITIL – Information

NDA – Non Disclosure Agreement

OBIEE - Oracle Business Intelligence Enterprise Edition

PRINCE2 – Projects IN Controlled Environment 2

SDLC – Software Development Life Cycle

SLA – Service Level Agreement

SOW – Statement of Work

SSAS – SQL Server Analysis Services

3. Requirements to Training Courses

The Contractor shall provide the catalogue training courses and customized training courses listed here below:

3.1. Catalogue Training Courses

IT training and skills assessments primarily in, but not limited to, any of the following categories:

A. IT Project Management

- Courses shall include at a minimum PRINCE2 (Foundation and Practitioner); and
- Other examples include Portfolio Management, Program Management, Risk Management, high-level overview of PRINCE2 for senior management.

B. IT Frameworks and Methodologies

- Courses shall include at a minimum the most recent version of ITIL Service Management; and
- Other examples include COBIT, TOGAF, IT Governance, Business Analysis, Information Architecture, ECM Governance, SCRUM, KANBAN and other Agile Methodologies and Frameworks.

C. IT Software Development

- Courses shall include at a minimum Microsoft technology based courses for application development and design, using best practices; and
- Other examples include insights into latest Microsoft technology updates, general Web development, Enterprise Architecture, JavaScript Frameworks and Libraries, Responsive Design, Best Practices, SDLC approaches, Application Performance, Web Content Management, Mobile Apps Development, Open Source technologies.

D. Quality Assurance and Testing

- Testing methodologies and Frameworks;
- Testing Tools;
- Auditing ; and
- Courses focusing on QA Methodologies, frameworks and Tools.

E. SharePoint Administration, Architecture and Development

Courses shall include at a minimum SharePoint administration, governance, information and solution architecture, customized solutions and development.

F. IT Servers, Desktops and Network Administration

- Courses shall include at a minimum Microsoft based technologies; and
- Other examples include Red Hat Linux, VMWare, Network Configuration and Troubleshooting, Disaster Recovery

G. Virtualization

Focus is on remote access and productivity tools, operating systems:

- Desktop Virtualization;
- Server Virtualization;
- Network Virtualization; and
- Storage Virtualization.

H. Cloud Services

Focus is on how to utilize cloud services such as Azure, Office 365, Amazon Web Services (AWS), Airwatch from the end-user perspective and deployment approach.

I. Database Systems and Business Intelligence

- Courses shall include at a minimum SQL Server, SSAS, SSRS;
Other examples include:
- Oracle, specifically:
 - eBusiness Suite Applications: including, but not limited to, Oracle Financials, Procure to Pay, Project and Grants Accounting, TCA, Oracle HCM and Payroll;
 - Enterprise Performance Management Suite: including Hyperion Planning, Hyperion Financial Reporting, Essbase Fundamentals;
 - Developer Suite: including, but not limited to, PL/SQL, Workflows, QA Application Framework, ADF, Oracle Data Integrator, OBIEE, Forms, Reports, BI Publisher; and
- MONGO DB.

J. Soft Skills for IT Professionals

Focus is on effective communication for IT Professionals (specifically Service Desk), leadership, creative thinking, customer oriented culture, SLA negotiation, how to talk to non-technical audience.

3.2. Customized Training Courses

The Contractor shall deliver customized courses based on the requirements¹ set by the Agency at the time of the specific training course

¹ For the reference see the customization scenario example in the Special Instruction to Bidders (Annex 3)

request, in any of the categories listed above, covered by the Contractor's catalogue.

As an example, in the past, most of the customized training courses were in the area of technical training (categories C, E, F and I), three to four per year. Another possibility for customization would be a request for high-level overview of certain training course topic (such as PRINCE2, or Agile Methodology, overview for senior management).

4. Delivery Methods

The Contractor shall deliver the courses using at least one of the following methods:

- I. On-site: Delivery of on-site training at the IAEA's premises in Vienna, Austria;
- II. Public: Enabling IAEA staff to attend public courses; and
- III. Online: Enabling access for IAEA staff to online or Web based training individual (self-paced), virtual classroom or workshop.

The Contractor may offer additional/innovative methods of delivery, which can be leveraged by the Agency.

The services and deliverables provided by the Contractor may be used by, or shared with, all the internal IT groups or project teams within the IAEA.

The IAEA may decide at fairly short notice which training mode is to be used for a specific requirement.

5. General Requirements to the Training Courses

- 5.1. The Contractor shall conduct all training courses and assessments, and provide all course material in English language;
- 5.2. The Contractor shall provide on-site courses in Vienna, Austria for audiences of average class size of 20, maximum 50 participants;
- 5.3. The Contractor shall offer extensive online training materials for delivered courses;
- 5.4. The Contractor shall offer extensive opportunities for public classroom training in English within Europe;
- 5.5. When relevant, the Contractor shall provide either self-hosted or partner-based certification examinations, either in-person at the IAEA, online, or at local testing facilities in Vienna, Austria; Tokyo, Japan; Monaco; and Toronto, Canada;
- 5.6. The Contractor shall provide environments for laboratory exercises and online skills assessment and training. Virtual environments which are remotely accessible are acceptable, but shall not expose the IAEA to excessive additional security risks. The IAEA shall determine whether the additional security risks be excessive;
- 5.7. The Contractor shall have the accreditation necessary for the course material used, course instructor and/or for conducting the associated certification exam; and

- 5.8. Where possible, the IAEA shall have access to IT skills testing/assessment as follows:
- Industry certification examination preparation;
 - Online testing for skills assessment; and
 - Technology courses shall include relevant best practices from the industry.

6. Other Deliverables

The Contractor shall deliver the following items for the training courses:

- 6.1. Documentation on the processes, tools and approaches used to complete the agreed upon course. There shall be no ambiguity in what will be delivered at the conclusion of the tasks, since they shall have been agreed upon in enough detail prior to commencement of the engagement;
- 6.2. Supporting training manuals (course material) in paper or electronic form, prior to the actual training delivery; and
- 6.3. Online individual and management report for each of the attendees attending the training, containing: a list of enrolled for and completed training modules, certification exam scores (as applicable).

The Contractor shall deliver the following data items for the management of the services:

- 6.4. Online Service Catalogue with clear indication of delivery methods available for each of the courses;
- 6.5. Online list of certification programs offered and related learning paths; and
- 6.6. Periodic (monthly or quarterly) newsletter to the designated IAEA email addresses.

7. Requirements to the Contractor

- 7.1. The Contractor shall have:

- 7.1.1. Proper registration and all required licenses and accreditation for the provision of Training courses, and licenses for tools and software used for the delivery;
- 7.1.2. A pool of professional Instructors;
- 7.1.3. Positive experience in provision of trainings and development of trainings. A proven record of at least 3 satisfied customers to whom the relevant service was provided in the last 5 years, among which at least one was an international organization; and
- 7.1.4. Designated Account Manager/point of contact for training enquiries and coordination.

- 7.2. Trainers/Instructors proposed for the Training Course delivery shall have “real-world”/industry related expert knowledge in the requested training categories and shall have:

- 7.2.1. Good command of English language (written and oral) and communication skills, with a sensitivity towards a multicultural environment;
- 7.2.2. A minimum of 5 years of experience in providing IT training and assessment services as described in this SOW;
- 7.2.3. A proven record of at least 3 satisfied customers to whom the relevant service was provided in the last 3 years; and
- 7.2.4. Industry accreditations and certifications, or similar qualifications relevant to the services and assessments provided (e.g. APMG for PRINCE2, ISEB for ITIL).

8. Quality Requirements/Assurance

- 8.1. The Agency shall have the opportunity to review the CV of the proposed Contractor's trainer and, if needed, to interview him/her before starting the on-site training; and
- 8.2. On the basis of the review or interview, the IAEA shall have the right to reject the proposed trainer and request review of other candidates.

9. Performance Measurement and Reporting

- 9.1. The Contractor shall conduct semi-annual review of services with the IAEA Training Coordinator(s);
- 9.2. The Contractor's performance will be measured for the following:
 - a) Time required to respond to simple enquiries (less than, or equal to, 1 business day);
 - b) Quality of the relationship management by the Contractor, whereby the number of formal issues raised by the IAEA per course/engagement, will be used as one of the indicators, with a target of no issues per engagement.
- 9.3. Specifically, for the on-site training courses:
 - c) Percentage of positive surveys regarding quality of training course content versus total of surveys received with a target of 95 percent positive responses and a minimum 80 percent positive responses;
 - d) Percentage of positive surveys regarding trainer performance versus total of surveys received with a target of 95 percent positive responses and a minimum 80 percent positive responses;
 - e) Percentage of adoption of customization requests versus total number of customization requests with a target of 95 percent of the customization requests adapted and a minimum 80 percent of the customization requests adapted;
 - f) Response time required for the adoption of customization requests (less than, or equal to, 2 weeks); and
 - g) Percentage of timely delivery of on-site customized course versus total number of on-site customized courses with a target of 90 percent

delivered on-time and a minimum 80 percent delivered on-time, whereby the lead time shall not exceed 1.5 months.

The Contractor shall keep a log of its performance on the above listed points and, if requested, shall report on these to the IAEA in writing.

Failure to comply with the performance requirements as identified by the IAEA will result in a poor performance flag being raised. Depending on the impact of non-adherence, the IAEA may consider measures in accordance with Article 10 of the General Conditions of Contract (Termination).

9.

ACKNOWLEDGMENT OF RECEIPT

Complete the form below and copy and paste into an E-mail to O.Polonskaya@iaea.org

ACKNOWLEDGMENT OF RECEIPT

Request for Proposal number:

Description:

Tender Closing Date & Time:

We have received the above mentioned Request for Proposal, and we will

(please mark the
box next to
the relevant text
with "X") :

- submit a proposal in response
- not submit a proposal in response, due to :
 - requirements are outside our normal activities
 - insufficient time to prepare a proposal
 - present lack of resources to undertake the requested work/service
 - cannot accept the IAEA General Conditions of Contract
[Draft Contract]
 - other: _____

FROM :

Company :

Address :.....
.....

Contact person: E-mail:.....

Tel. no. :