

REQUISITION

BASIC DATA

Requisition No. **378** Date of request **31/08/2013**
 Type of Operation: **1305 REQUISITION REQUEST**
 Branch: **01 MAIN OFFICE CALLE 17 No. 3- 40**
 Description: **DIRECT CONTRACTING FOR PROVISION OF PROFESSIONAL SERVICES OR CONSULTING ON EVALUATION OF RESULTS OF CITIZENSHIP COMPETENCES**

REQUISITION DETAIL

JUSTIFICATION:

From Act 1324 of 2009, ICFES was entrusted with the task of consolidating the Evaluation System for Quality of Education in Colombia with the aim of thrusting continuous improvement of quality of education and the development of assessments, by means of two core objectives: To constitute itself as a State-owned company, specialized in the assessment of all levels within the educational system in Colombia; and 2) to configure an assessment system that reaches an appropriate articulation among the three tests, to wit: SABER 5 and 9, SABER 11, and SABER PRO.

In order to achieve these goals, ICFES has taken enormous efforts, studies, and researches; some of them oriented to determine the pertinence of assessing generic competences in basic, middle, and higher education, obtaining positive outcomes in diverse levels and programs. It is important to highlight that since 2009 there has been support from strategic allies for the development of such projects, as is the case of AUSTRALIAN COUNCIL FOR EDUCATIONAL RESEARCH LIMITED – ACER, which is an Australian independent organization for education research, worldwide leader in education research and assessment, which purpose is to create and disseminate researches based on knowledge and tools that may be used to improve learning, among other activities.

Thanks to this, in 2012 ICFES received advice from ACER for the development and implementation of activities linked to the Citizenship Competences test for the SABER 5 and 9 exams; specifically, the study was supported by Dr. Wolfram Schulz, internationally recognized expert in studies for the area of civic and citizenship education, who participated in discussions carried out by the team of officials in charge of the development and consolidation of the Citizenship Competences test. Taking into account the discussions approached, he reviewed, oriented, and made observations to the documents produced by the areas of Instruments Design, Instruments Production, and Analysis and Dissemination.

Within this context, and giving continuity to the revision, training, and advice process regarding the evaluations on civic and citizenship education that ICFES has conducted (International ICCS study 2009 and Saber 5 and 9, 2012), it is necessary to have the support and technical assistance of an expert on education and evaluation in order to strengthen topics regarding data processing, equalization and production of scales, and proposal of analysis and reports structure plans, among other activities.

In this manner, ACER constitutes the best choice for ICFES concerning the development of the aforementioned activities, thanks to its wide experience in this sort of projects worldwide; besides valuing its history with the Institute in previous years, which provides it with a vision and knowledge of the project's scenario and challenges.

PURPOSE OF THE CONTRACT

To provide technical assistance services in order to strengthen topics regarding data processing, equalization and production of scales, and proposal of analysis and reports structure plans, regarding the evaluations on civic and citizenship education that ICFES has conducted (International ICCS study 2009 and Saber 5 and 9, 2012).

SCOPE OF PURPOSE: The academic products produced under the obligations of this contract correspond to a work on commission, mandated by ICFES to the contractor under the plan and instructions of ICFES at its own expense. Therefore, all property rights of the works, the results, contents, and in general the purpose of the contract, shall be vested exclusively on ICFES.

TECHNICAL SPECIFICATIONS OF THE GOOD OR SERVICE

It is required to have technical assistance services from an organization with expertise in research and assessment of education, especially on the subjects of civic education and citizenship. The organization must have wide recognition, with expertise in statistical issues, and with a specialized area in studies and research on aspects that influence the quality of education.



Pablo Ernesto Reyes J.

Traductor e Interprete Oficial /
 Acta No. 664 del 26 de Julio / 1997
 Ministerio de Educación Nacional

Date format: dd/mm

REQUISITION

<p>OBLIGATIONS OF THE CONTRACTOR</p>	<p>The contractor undertakes to:</p> <ol style="list-style-type: none"> 1. Prepare and submit the work schedule, establishing the activities to be carried out which will be subject to revision by ICFES, who may recommend adjustments thereof 2. Provide technical assistance regarding the procedures for production of scales and equalization of the scales (items) of the international study ICCS 2009 used in the Citizenship Competences of the SABER 5 and 9 tests 2012. 3. Prepare a proposal for the analysis and structure of the results report for the scales (items) of the international study ICCS 2009 and related variables, included in the SABER 5 and 9 test 2012. 4. Advise the Institute regarding the analysis of data and production of the report of results for the study of Citizenship Competences of the SABER 5 and 9 test 2012 taking into account the scales (items) of the international study ICCS 2009. 5. Produce and deliver to ICFES the sections that contain the global comparison analysis with the ICCS international study, in the report of results for the Citizenship Competences study of the SABER 5 and 9 tests 2012. 6. Attend and participate in virtual meetings and a face-to-face meeting in Bogota, which will be scheduled with ICFES team for the development of the contractual purpose following the established schedule of work. 7. Comply with the purpose of the contract in its entirety, on a timely manner, within the established term and in accordance with the quality agreed upon. 8. Maintain on behalf of ICFES secrecy and reserve of information that is given, obtained, and handled pursuant to the contract. 9. Submit the invoicing bill or equivalent document. 10. All other obligations that may be required in order to achieve full compliance with the purpose of the contract.
<p>IDENTIFICATION, VALUATION, AND DISTRIBUTION OF RISKS</p>	<p>Associated risks are identified as follows: Failure to comply with any of the obligations of the contract. This risk is covered by the obligations of the contract and the compliance clauses.</p>
<p>SUPERVISOR OBLIGATIONS OF ICFES</p>	<p>JULIÁN MARIÑO VON HIDELBRAND - DIRECTOR OF ASSESSMENT ICFES undertakes to:</p> <ol style="list-style-type: none"> 1. Prepare jointly with the CONTRACTOR a schedule of activities, which details the activities execution times, personnel to be required, and dates scheduled for the application and for products delivery. 2. Provide the contractor with all information and documentation required regarding the purpose and obligations of the contract. 3. Schedule the meetings (both face-to-face and virtual) necessary to comply with the contractual purpose. 4. In case of requiring that personnel from ACER attends personally meetings scheduled in Colombia pursuant to the contract, ICFES shall bear the costs associated with the stay in Bogota D.C. such as local transportation, food, lodging, etc. 5. Ensure compliance with the contractual purpose by exercising supervision of the contract. 6. Receive and approve to entire satisfaction the reports and documents subject of the contract. 7. Pay in a timely manner the values agreed upon as payment for the services contracted, prior satisfactory acceptance by the supervisor. 8. Other obligations that may arise from the execution of the contract.

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ANALYSIS SUPPORTING THE CONTRACT ESTIMATED VALUE

AUSTRALIAN COUNCIL FOR EDUCATIONAL RESEARCH, ACER, is an independent organization for education and research incorporated and legally operated under the Corporations Act of the State of Victoria – Australia. It is considered a worldwide leader in education research and assessment, which purpose is to create and disseminate researches based on knowledge and tools that may be used to improve learning. In order to achieve this mission, the institution is committed to a wide variety of research and development activities, and it also provides support services regarding education materials in the formulation of policies and improvement of professional practices. Likewise, it has developed projects in countries such as the United Kingdom, Cambodia, Indonesia and the United Arab Emirates, among others.

The GSA, administer in Australia, is among the tests the organization applies; they were structured after a wide consultation with entrepreneurs and academics from that country. They have the purpose to identify and characterize the generic skills of university students which are fundamental both for the academic training and the future labor performance. Additionally, ACER manages internationally the Students Evaluation Program (PISA) on behalf of the Organization for Cooperation and Development (OCDE), and it is a member of the International Association for Educational Assessment (IAEA), and has cooperated with OCDE, AusAID, UNESCO, and the World Bank in international projects. Knowledge and experience achieved by ACER in the development and application of projects such as GSA are the best references for working jointly with ICFES.

Cost of this contracting process has been determined taking as a reference the work proposal submitted by the international technical assistance provider selected for the execution of the contractual purpose. Additionally, costs regarding taxes, rates, and fees on the provision of the service out of Colombia were projected.


For all legal and tax purposes, the total value of the contract is the amount of THIRTY FIVE THOUSAND FIVE HUNDRED NINETY EIGHT DOLLARS AND EIGHTY NINE CENTS (US\$ 35,598.89) amount that includes the direct and indirect costs generated pursuant to the execution.

The total value of the technical assistance contract generates a VAT for sixteen per cent (16%) corresponding to FIVE THOUSAND SIX HUNDRED NINETY FIVE DOLLARS AND EIGHTY TWO CENTS (US\$ 5,695.82) which will be paid entirely by ICFES, in compliance with the obligations set forth in the National Tax Statute.

Banking commissions caused by bank drafts from Colombia to the CONTRACTOR's account shall be paid entirely by ICFES; these amounts are estimated in THIRTY DOLLARS and TEN CENTS (US\$ 30.10).

Withholding tax shall be applied on ten percent (10%) of the technical assistance service billed by the foreign entity, as income tax and related taxes.

According to the aforementioned, ICFES shall make the budget commitment for a total amount of EIGHTY TWO MILLION FOUR HUNDRED FORTY THREE THOUSAND FIVE COLOMBIAN PESOS (COP 82.443.005) equivalent to FORTY ONE THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS AND EIGHTY ONE CENTS (US\$41,324.81).


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MANNER OF PAYMENT
 ICFES shall pay the value of the contract as follows:
 The Contractor shall bill for the amount of the service provided, which is equal to THIRTY FIVE THOUSAND FIVE HUNDRED NINETY EIGHT DOLLARS AND EIGHTY NINE CENTS (US\$35,598.89), in a single payment upon delivery of a report containing the results of the performance of obligations 2, 3, 4, and 5 listed under the contractor's obligations clause
PARAGRAPH ONE: Every payment shall be accompanied by the invoice or equivalent document and the certification of satisfactory acceptance signed by the Supervisor of the Contract. Payment shall be made provided that all documents required had been submitted, delays occurring for such concepts shall be the sole responsibility of the contractor, therefore not entitling it to payment of interests or compensations whatsoever
PARAGRAPH TWO: ICFES shall apply withholding for income and related taxes, and VAT at the time of making the payments, in accordance with the provisions in the "contract value" clause.
PARAGRAPH THREE: The value of banking commissions caused in the country by bank drafts sent overseas shall be charged when the corresponding disbursement is made and the corresponding debit note is issued by *Banco Popular*. Banking commissions caused overseas shall be borne by the contractor.
PARAGRAPH FOUR: Payments shall be made in US Dollars using the Market Representative Rate of the date in which the corresponding bank draft is made effectively. In case of requiring an adjustment due to increase in the market representative exchange rate, ICFES shall authorize it by means of justified resolution.

EXECUTION TERM:
 For all legal effects and purposes this contract shall have a term for completion until December 15th, 2013, from the compliance with the requirements for formalization and execution of this order.

Product	Name	Amount Requested	Market Price	Total	Delivery				
					No. of Delivery	No. of days	Amount	Date	Balance
211110009	Servicios de Análisis y Estadística	1	82443005	82443005	1	116	1	25/12/2013	

LEADERS

Prepared by		Reviewed by		Approved by	
Name	HICSA LORENA RIOS MARTA	Name	JULIÁN MARIÑO VON HIDELBRAND	Name	ADRIANA GIL GONZÁLEZ
Signature		Signature		Signature	