

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2016-9124929

25 April 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Evaluation of WASH in Schools

The Proposals must be received by 15th May 2016 at 14:00 Local Time.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



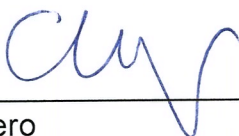
Date: 24/04/2016

Abolfazl KHOSRAVI

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)


Email : akhosravi@unicef.org

Approved By:



Date: 24/04/16

Emma Maspero

Reviewed

Hamid
24/4/2016

REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF.
Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2016-9124929** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Item	Service Description	Quantity	Unit	Unit Price	Price
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10 Evaluation of WASH in Schools

UNICEF AFGHANISTAN

TERMS OF REFERENCE FOR SERVICES # INSTITUTIONS

SHORT TITLE OF ASSIGNMENT: Evaluation of WASH in Schools

BACKGROUND

Since 1990s, Afghanistan has made progress in reducing open defecation practices, especially in urban areas, and increasing access to improved sanitation. The country still has a long way to go to achieve the MDGs in WASH, particularly in reducing open defecation in rural areas and increasing accessibility of improved water to the population in urban and rural areas. According to some research findings (UNICEF 2014), 57 % (urban =81% and rural =21%) of the population have access to improved water sources, while only 31 % (urban =61 % and rural =25%) have access to improved sanitation. The household access to improved water and sanitation nationwide makes 21 %. Many children die due to diseases caused by poor sanitation and hygiene. For example, 22 % of child mortality under 5 in Afghanistan attributes to diarrheal diseases.

In 2010, the government of Afghanistan launched the #Call to action for WASH in School# with the aim of providing WASH facilities in 80% of schools in the country by 2015. The Ministry of Education (MoE), Ministry of Rural Rehabilitation and Development (MRRD) and Ministry of Public Health (MoPH), along with UNICEF and the World Health Organization (WHO), committed and signed the key document #Call to Action for Water, Sanitation and Hygiene in all Schools#. The WinS interventions contribute to enhancing the wellbeing of children and their families through providing safe drinking water, improving sanitation facilities and promoting lifelong health. The programme is being implemented through equity, human rights and gender based approaches, ensuring equal access to water and sanitation for all children at schools. As part of the main UNICEF#s WASH strategies, WinS programme is a combination of technical (hardware) and human development (software) components:

1. The hardware components include drinking water, and handwashing and toilet facilities in and around the school compound.
2. The software components are the activities that promote conditions within the school and the practices of children that help to prevent water and sanitation related diseases and worm infestation.

By implementing the hardware and software activities, the programme helps to produce a healthy school environment and promote health and hygiene behaviours of children. The capacity building activities of the programme include school sanitation and hygiene education provided to teachers, education administrators, community members, village sanitation committees, Non-Governmental Organizations (NGOs) and Community Based Organizations (CBOs).

The specific WASH in schools objectives are:

To make visible the value and impact of school sanitation as perceived by the community and thereby raise the level of ownership,

To promote importance of WASH in schools at national, state and district levels,

To improve hygiene practices among school children, their families and communities,

To develop, test and improve the curriculum, teaching methods, teaching aids and teaching programmes with a view to children learning the value of hygiene and health-promoting behavior.

To promote family and community involvement, and partnership in the sustainability of WASH facilities in school.

The Ministry of Education is the lead agency and assumed the stewardship role in the implementation of WASH in Schools (WinS), with support from MRRD, particularly for implementing hardware components of the programme.

The MoPH is providing technical support to the MoE that includes developing communication materials and messages on behavioral change activities to improve hygiene behavior in schools. In 2012, there was a joint

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decision after the UNICEF mid-term review (MTR) to shift the construction of sanitation and water supply facilities and handwashing stations from MRRD to MoE. This involved implementation of the mentioned program through the MoE. The MoE is responsible for the implementation of a complete School WASH package that includes hardware activities: construction of latrines (separated boys and girls cubicles), hand washing stations, water supply facilities; and, software activities: behavioral change interventions for improved hygiene in schools. Under the new arrangement, UNICEF Afghanistan supported the #Improving Access to Water, Sanitation and Hygiene (WASH) in School# program through partnership with the MoE between 2012 and 2014. Under this partnership the Infrastructure Development Department (ISD) of MoE was responsible to assess and select schools, make the design and BoQ, and contract construction companies to build WASH infrastructure at schools. The ISD supervised the construction and the implementation of the contract, and the Health Directorate under MoE implemented the software components of the program. This program covered 10 UNICEF focus provinces, and additionally four provinces in the North and one in the Eastern region. The WinS program is funded by various donor agencies including Finland, Japan, SIDA, as well as Regular Resources (RR) of UNICEF.

UNICEF Afghanistan is planning to conduct evaluation of the WinS programme that was implemented between 2012 and 2014. The purpose of the evaluation is to evaluate the hardware implementation modality including but not limited to quality of construction, design appropriateness, cost effectiveness and sustainability of the sanitation and water supply facilities at schools. The evaluation will also measure to what extent the objectives of the software components have been achieved, and to what extent targeted students and teachers have improved hygienic behaviour aided by the availability of water and sanitation facilities on the school premises.

The findings and recommendations of this evaluation are intended to be used to guide UNICEF, the Government of Afghanistan and other stakeholders to improve the WinS programme. The evaluation findings will contribute to evidence-based policymaking in the field of WASH and maximize the impact of the program, in order to achieve the final goal of providing services in schools to enhance school performance by keeping students and teachers healthy.

Primary users of the evaluation analysis, conclusions and recommendations are the UNICEF WASH Team, the WinS implementing partners of the government such as MOE, MRRD and MoPH and others line NGOs and UN agencies, which are closely collaborating with UNICEF in Afghanistan.

OBJECTIVE

The main objective of the evaluation is to analyze and evaluate the implementation modality of the WinS Programme 2012-2014, the appropriateness of the facilities constructed, and to review its achievements, strengths and weaknesses. This evaluation is also expected to provide recommendations on how to improve the programme with a focus on an appropriate implementation modality for software and hardware programme components in Afghanistan, including appropriate service delivery and access, teacher and student support for behavioral change; and technical designs, material use and supervision, operation & maintenance systems for schools to ensure long term functionality.

Specific objectives of the evaluation include:

To review the types and frequency of the hygiene behavioral change interventions by the WinS program, with regard to teachers and students, and their general level of knowledge about hygiene and health

To evaluate the use, cleanliness and suitability of WASH facilities in schools by different groups of students and teachers (girls, boys, teachers, people with disabilities) and their level of satisfaction

To assess the hardware implementation modality, including but not limited to the quality and appropriateness of designs used for WinS infrastructure

To appraise the day to day management, functionality, and maintenance of WASH facilities of schools

SCOPE OF WORK, ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE

Evaluation Scope

The WinS programme's activities between 2012 and 2014 were implemented in all 5 UNICEF zones, 13 provinces, 64 districts and in 316 schools. The evaluation will measure effectiveness, relevance, efficiency and sustainability of

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the programme. The evaluation will be conducted according to the UNEG guidelines and norms. Secondary and primary data will be used in the analysis of the soft and hard components of the WinS Programme.

The evaluation must examine the quality of the programme implementation and performance of duty bearers at district, provincial and national levels; generate lessons learned and recommendations for taking appropriate actions to improve the programme.

Evaluation Criteria and Questions

This evaluation is intended to assess software and hardware components of the programme:

WASH hardware component, concerning quality of the construction, O&M and status of the maintenance, and physical access to the WASH facilities.

The relevance, effectiveness, efficiency, and sustainability of the WinS programme.

Evaluation questions are listed below under each evaluation criterion. Some are normative, while others are more descriptive. Adjustments to the questions can be proposed by bidders. They will be finalized during the inception phase of the evaluation.

Relevance: the extent to which WinS programme is suited to the needs of the target population and aligned with WASH strategies, and national priorities.

To what extent are the programme activities and objectives aligned with UNICEF WASH (in schools) strategies? To what extent is the programme's intervention related to WASH strategies and policies of the Government of Afghanistan?

Were the programme intervention activities implemented according to gender, equity and human rights based approaches of UNICEF?

Is the software package of the programme activities adequate and sufficient to meet the needs and priorities of the targeted beneficiaries and to achieve the expected outcomes? Are some activities unnecessary or missing?

Are the construction design and standards of built WASH facilities appropriate for schools? What are the reasons for variations in their design and quality of construction in target provinces and locations?

What is the level of acceptability of teachers, students (younger children, disabled, girls), parents and villagers with regard to the design, construction, usage, and operation and maintenance of the school WASH facilities? What are their suggestions for improvements?

Did the programme activities related to menstrual hygiene management meet the actual needs of the adolescent schoolgirls?

Effectiveness: the extent to which the interventions of the WinS programme have attained its intended results.

To what extent has the programme achieved its intended results at its output and outcome levels?

How effective was the programme in providing female and male students with access to clean toilets with privacy?

What is the percentage of functional toilets for males and females at schools? What are the different experience that schools girls may have had through the programme implementation than those of boys?

How effective was the implementation of the programme's infrastructural and soft components in terms of coordination with stakeholders?

Efficiency: qualitative and quantitative measures of outputs of the WinS programme in relation to the inputs.

How efficient was the implementation of the programme in spending, time, management and logistical procedures?

What is the quality of the construction of WASH facilities (taking into account the time since the intervention was completed) compared to the MOE and UNICEF standards?

What have been the construction costs per 1) cubicle (one toilet space) and per student, 2) the MHM and 3) disabled space, and the 4) cost per borehole and per meter depth per school (visited)? How do these costs compare with the market prices and or/comparable projects in Afghanistan and in the region?

Sustainability: the extent the benefits of the WinS Programme intervention and activities are likely to continue without direct support by UNICEF.

What is the protocol for Operation and Maintenance for WASH facilities after construction, and what are the roles of the school management/ Shurah, teachers, parents/community, and child clubs, in WASH management at school level? Is this protocol adequate or are there issues which are not addressed in the protocol and/or in the practical O&M activities?

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How sustainable the programme interventions are in terms of the construction, maintenance and utilization of the WASH facilities?

The criterion of impact is not included as the WinS programme is still ongoing, and assessing the impact after its completion is most likely to yield results for proper impact measure.

Evaluation Design and Methodology

The evaluation design will be based on primary and secondary data collection, include multi-level mixed methods, and participatory, gender, equity and human rights based approaches. The WinS programme does not have Theory of Change and evaluators are expected to construct it based on the available documents.

Primary data will be collected through qualitative and quantitative methods, and involve surveys, spot check observations, Focus Group Discussions (FGD) and Key Informant Interviews (KII). Data will be collected from the following target population:

Students and their families

Teachers

School management and/or school Shurahs and parent committees

Officials of provincial education and central Ministry of Education (MoE), i.e. Infrastructure Department (ISD) and the Health Department, the provincial Education Department (PED) responsible for the management and supervision of the school construction, representatives of the Health Managers

Secondary data will be collected through review of WinS Programme documents and reports, which will provide detailed information on contents and theory, and applied methods in the implementation of the programme's hard and soft components. In addition to rapidly reviewing data in the scoping and inception phase, the lead evaluator will conduct a systematic desk review of documents, data and other inputs. The evaluation consultant will adopt and use data collection tools to code or organize the information. The following documents for secondary data collection will be provided by UNICEF WASH Team:

The list WinS beneficiary/target schools and locations

Monitoring reports

WinS programme Guidelines

Reports of meetings (various)

WinS documents on policy, strategy and management

WinS assessments

School designed and training manuals

Photos

Photographic documentation is required for each visited school. From the inception of the evaluation till it is completed, the Evaluation Team must record description of activities in photos, time and locations. Photographic documentation must contain photos of WASH facilities at schools and their use by children and teachers. Photos must be clear and have high resolution.

Data will also be collected from sampled population in untreated provinces and those who have received similar intervention by other organizations. Sampling methods of comparison groups will be developed by evaluations.

The evaluation team will prioritize field visits to observe the WinS intervention in Afghanistan directly. This will involve observing WASH facilities at schools (latrines, water supply facility, hand washing stations, menstrual hygiene facilities). Design, quality of implementation, operation and maintenance measures, cleanliness, adequacy, and child and disable friendliness will be observed.

In-depth assessment and sound observation of WASH facilities at school level will be key part of the evaluation. A detailed methodology will be developed by the evaluation team in close consultation with UNICEF WASH team and the implementing partner at the inception stage. This will involve developing a more holistic evaluation plan which must contain a work plan, a detailed description of the specific methodological approach, a design for the evaluation methods with a list of questionnaires, and information collection and analysis methods and tools including sampling plans, as necessary. Particular attention will be paid to the mitigation of bias in participants' responses and to data triangulation.

Sampling

Item	Service Description	Quantity	Unit	Unit Price	Price
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Sampling methods for collecting qualitative and quantitative data will be developed by evaluators. The samples of the target population must be derived from the main participants of the programme: students, teachers and stakeholders. To compare the extent to which the interventions have made difference in treated provinces, untreated provinces and their residents will also be sampled. The sample size must be appropriate for gaining information that can be generalized and applicable to larger population.

The WASH Facilities were built in 316 schools of 13 provinces from 2012 to 2014. The sample of the schools for the evaluation of the hardware component of the programme should be randomly selected from 316 schools. The sample size must be determined with at least 90 % confidence level with .5 standard deviation and margin of error. The following is the list of provinces that include WinS projects of 2012-2014 and where new projects are being implemented:

WR: Ghor, Badghis

NR: Balkh, Jawzjan, Saripul, Faryab, Samangan, Kunduz, Takhar

CR: Paktika, Khost, Bamyan, Paktia

ER: Lagman

SR: Uruzgan, Kandahat, Helmand, Nimroz, Zabul

The above list provides 19 provinces from which evaluators will select a representative sample of implemented schools (13 provinces and 316 schools) for the purposes of this evaluation.

Data Collection Tools

Data collection tools must be culturally appropriate and enable evaluators to examine large sets of information on the use of WASH facilities, overall contribution of the WinS programme to improving cleanliness, access to WASH facilities and continuation of learned practices by students and teachers. Surveys, interviews, and focus group discussions with sampled groups must be anonymous, in the local language and documented with consent. Secondary data will be obtained from the programme documents and monitoring reports, which are available in hard and soft copies in the databases of WASH Programme Section. Additional documents of the programme activities can be obtained from the selected schools, implementing partners and stakeholders. Special consideration ensuring participation of girls and women should be paid throughout the various stages of the evaluation.

Data Analysis and Findings

Data must be disaggregated by gender and age of respondents. Data analysis must measure the extent to which the WinS programme is relevant, effective, efficient and sustainable. The programme's outcomes will be measured according to the evaluation criteria and compared to similar interventions in comparison groups, and groups where no such programme was implemented. The analysis will be used to describe the programme outcomes, and determine factors contributing to positive and negative results caused through the programme intervention. The qualitative analysis must illustrate in-depth reaction of the target population to the programme and its meaning, and provide cases and stories. The analysis must include appropriate service delivery and access, teacher and student support for behavioral change (software); and technical designs, material use and supervision, operation & maintenance systems for schools to ensure long term functionality (hardware).

The findings of the evaluation must be accompanied with illustrations of evidence and comprehensive narrative in a reader-friendly manner. Before finalization of the evaluation report, UNICEF will organize one day workshop, gathering project team, stakeholders, beneficiaries and the evaluation team, to discuss together recommendations and action plan drawn from the evaluation. This workshop would help ensure recommendations are appropriate and owned by the project team and stakeholders, this workshop will be facilitated by UNICEF WASH section, with the international consultant.

Limitations and risks

Limitations in conducting primary data collection may include inaccessibility of the target population due to security issues, terrain, cultural norms and traditions. Secondary data may be unavailable in some provinces or are kept in hard copies, and obtaining and analysing information may be time consuming. Quality and quantity of obtainable documents of secondary data from the target population may vary, and some provinces may need more thorough assessment in case of absence of valid documents. Available documents and monitoring reports of the programme

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may not have reliable disaggregated data. Bidders are invited to explain how they intend to address these risks.

Evaluation Resources

The evaluation will be conducted according to UNEG (United Nations Evaluation Group) Code of Conduct for Evaluation in the UN System (). Other documents to review before starting the evaluation are:

United Nations Children's Fund. 2015. UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis, (<https://unicef.sharepoint.com/teams/OoR/Shared%20Documents/UNICEF%20Procedure%20on%20Ethics%20in%20Evidence%20Generation%20092015.pdf>).

United Nations Children's Fund. 2015. UNICEF Procedure for Quality Assurance in Research, (<https://unicef.sharepoint.com/teams/OoR/SiteAssets/SitePages/Procedures/UNICEF%20Procedure%20for%20Quality%20Assurance%20in%20Research.pdf>).

Graham, A., Powell, M., Taylor, N., Anderson, D. & Fitzgerald, R. 2013. Ethical Research Involving Children, Florence: UNICEF Office of Research-Innocenti.

Other useful documents:

United Nations Evaluation Group. 2008. Ethical Guidelines for Evaluation in the UN System, (<http://www.uneval.org/document/detail/102>).

United Nations Evaluation Group. 2014. Integrating Human Rights and Gender Equality in Evaluations, (<http://www.uneval.org/document/detail/1616>).

United Nations Evaluation Group. 2005. Standards for Evaluation in the UN System, (<http://www.uneval.org/document/detail/22>);

United Nations Evaluation Group. 2005. Norms for Evaluation in the UN System, (<http://www.uneval.org/document/detail/21>).

Evaluation Management and Reference Groups

Evaluation Management Team (EMT) and Committee on Research, Evaluation and Studies (CRES) will provide support for ensuring quality and independence of evaluation process and deliverables as well as ensuring its alignment with the UNEG norms and standards and its ethical guidelines.

UNICEF Evaluation Management Team (EMT): Deputy Representative, Chief of SPPME, Chief of WASH, Chief of Education, Chief of Health and Evaluation Specialist.

UNICEF Evaluation Reference Group (ERG)

Suggested composition: Head of a UNICEF Zone Office, WASH, Education and Health Specialists, UNICEF M&E specialist, a representatives from Ministry of Education and Health Department, representatives from implementing partners and stakeholders.

It is mandatory for the evaluation of each UNICEF Programme to be culturally sensitive and present the analysis based on equity, human rights and gender equality.

ACTIVITIES- Deliverables and timeframe

The assigned evaluation institution will provide a detailed timetable in its technical proposal, specifying the distribution of tasks and duration to complete each task. The proposed sequencing in the table below is an indicative proposal which could be improved in the technical offer and revised in the Inception Report. The right column gives the estimated duration for the activities.

TASKS DELIVERABLES DAYS

1. Inception Phase

- 1.1. Desk Review of relevant WinS documents, reports, and materials (list with key documents will be prepared by the WASH section)
The relevant documents reviewed and analysed.

Item	Service Description	Quantity	Unit	Unit Price	Price
	Duration: 5 Days				
1.2.	Developing detailed evaluation work plans, resource mobilization, methodology, and evaluation tools Detailed Work Plan Coordination and Field Teams in place Methodology and tools available				
	Duration: 5 Days				
1.3.	Finalizing evaluation questions and the data management tools, and field testing #Questionnaires, and protocols of KPIs, FGDs and observation tools available Data collection methodology and data management system in place				
	Duration: 5 Days				
1.4.	Developing training materials and facilitating trainings for interviewers/enumerators and data collectors Training materials available, and training conducted.				
	Duration: 5 Days				
1.5.	Inception Report written and presentation Inception report approved by the Steering Committee.				
	Duration: 5 Days				
	Total: 25				
2.	Data Collection Phase				
2.1.	Collecting data and field visits to the treated and treated provinces Data collected and summary of the field visits is provided.				
	Duration: 25 Days				
2.2.	Setting up a database for storing data A database developed and shared with UNICEF.				
	Duration: 5 Days				
2.3.	Field visit debrief meeting. Meeting held with UNICEF.				
	Duration: 1 Day				
	Total: 31				
3.	Data Analysis and Reporting				
3.1.	Data analysis and findings Summary of initial findings from the field				
	Duration: 15 Days				
3.2.	Final evaluation report writing and presentation				

Item	Service Description	Quantity	Unit	Unit Price	Price
	Final report submitted to the Steering Committee and approved				
	Duration: 10 Days				
	Total: 25				
	Overall: 81 days				
	Required structures of inception and evaluation reports				
	1. Inception Report				
	Inception Report will include the following components: The background of WASH and context of the evaluation. Theory of Change Summary of initial findings Evaluation design and methodology; evaluation questions, sampling strategy and evaluation matrix. Limitations of the data collection approach and instruments				
	2. Evaluation Report				
	Executive Summary The background of WASH in Afghanistan and current situation UNICEF WASH operations in Afghanistan The purpose of the evaluation, methodology, evaluation questions, evaluation design, results framework and limitations. Data analysis and findings: impact, relevance, effectiveness, efficiency, sustainability, summary of findings. Confidential chapters on sensitive issues too sensitive for publication. Conclusions, recommendations, and lessons Learned *Copies of the data files and analysis must be submitted with the evaluation report.				
	BUDGET AND TERMS OF PAYMENT Please refer to the financial cost schedule attached.				
	QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES The evaluation agency must have at least eight years of documented experience in research and evaluations. The agency should have relevant implementation capacity including staffing, equipment and other logistic support. The evaluation agency will identify a core evaluation team including key team members, such as a qualified and experienced person as Team Leader who should also be the qualified data analyst, a technical; WASH specialist, and a qualified Field Team Coordinator, and hire them for the length of this project.				
	- Team Leader who should have the following qualifications: Advanced University Degree in Data Management & Analysis, Engineering, Public Health, Education or Social Sciences, or relevant experience in the field of Data Management and Analysis of at least 10 years At least 8 years of professional experience in research, monitoring and evaluation, data management and analysis, monitoring and evaluation, and general management. At least 3 years of documented experience related to WASH evaluations as an advantage Demonstrated expertise in qualitative and quantitative data analysis and reporting Experience in human rights, gender and child protection issues Fluency in English is required				
	- Technical WASH specialist should have the following qualifications: Advanced University Degree in Civil Engineering, or Environmental Engineering, or relevant experience in the field of WASH design and construction of at least 15 years. At least 8 years of professional experience in planning, supervision, construction of WASH projects, and experience with evaluation of water and sanitation projects, in particular of schools is an advantage.				

Item	Service Description	Quantity	Unit	Unit Price	Price
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Fluency in English is required

- Field Team Coordinator should have the following qualifications:

BA University Degree in Engineering, Public Health, Education, Social Sciences, or relevant experience with the coordination, management and training of field teams of at least 10 years

At least 5 years of professional experience in planning and implementation of field research, monitoring and evaluation, data collection, management and analysis in the field. At least 3 years of documented experience related to WASH evaluations as an advantage

Demonstrated expertise with management, qualitative and quantitative data collection in the field

Fluency in English is required

The implementing partner should provide the composition of the national evaluation team it is proposing, and include the CVs of all key team members who will be part of implementing the evaluation.

CONDITIONS OF WORK

Institutional contractors will work from their own offices. UNICEF will cover the financial support as per the agreed deliverables reflected in the financial cost schedule. UNICEF will not provide the office space, computers, and logistics, including transport, insurance, security and other related facilities.

CRITERIA FOR EVALUATION - INSTITUTIONS

Example for technical criteria and relative points

For performance evaluation of contractors # the new evaluation form should be completed.

TECHNICAL CRITERIA POINTS TO CONSIDER Score

Company profile

Profile/capacity of company and experience on similar project

10 Scores

Key Personnel

Key personnel that will work on this assignment (should include their CV#s and detail of relevant experience and qualifications); range and depth of experience of proposed staff with similar project

20 Scores

Sample of previous evaluation reports authored by the proposed key evaluation experts

5 Scores

Proposed Methodology and Approach

Project management, monitoring and quality assurance process

10 Scores

Proposed methodology, work plan and tools used during evaluation (comprehensiveness, clarity, relevance, logic, rigor, realism, practicality, creativity).

25 Scores

TOTAL SCORE 70

Evaluation of WASH in Schools

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SPECIAL NOTES

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

1.0 UNICEF, the United Nations Children's Fund, an international, inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December, 1946 as a subsidiary organ of the United Nations, having its headquarters in New York, with offices in over 160 countries spanning 260 locations.

2.0 UNICEF works with governments, civil society organizations, and other organizations around the world to advance children's rights to survival, protection, health, development and participation and is guided by the Convention on the Rights of the Child.

SPECIFIC TERMS AND CONDITIONS

CONTRACTUAL PROVISIONS

1. PURPOSE OF THE BID

1.1 UNICEF has a potential requirement for the items/services in the quantities and with the specifications outlined in the schedules to this bid.

2. PRICES AND PAYMENT TERMS

2.1 Bidders are requested to:

- (a) Provide unit prices in (AFN) that will remain valid for a period of 90 days after bid closure.
- (b) Provide unit prices to UNICEF as a most favored customer;
- (c) Advise as to any discounts applicable for bulk purchases or payment within a specified period of time.

2.2 UNICEF standard payment terms are net 30 days after receipt of COMPLETE PAYMENT DOCUMENTATION as specified in the Purchase Order. Time will be computed from the date of receipt at UNICEF office of complete payment documentation. Any other discount must be clearly stated in the bid.

2.3 TAX exemption for UNICEF will be applicable as per section 7 of the convention of the privileges and immunities of the United Nations provides, inter-alia, the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities 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 government authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure. Accordingly, the supplier authorizes UNICEF to deduct from the supplier's invoice any amount representing such taxes, duties or charges unless the supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the supplier to pay such taxes, duties or charges under process. In that event, the supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

3. DELIVERY

As per set deliverables.

4. DESTINATIONS

4.1 Kabul and elsewhere in Afghanistan.

5. SAMPLES

5.1 As per set Terms of Reference.

5.2 Failure to provide, in a timely manner, samples or documentation requested by UNICEF shall be sufficient ground to declare the bid invalid or to terminate for default, at no cost to UNICEF, any resulting Purchase Order.

6. SUBCONTRACTING

6.1 Bidders MUST identify on their bid, any products which may be offered by themselves, but originate from another supplier and/or country. All subcontracting must be reviewed by UNICEF prior to award.

7. PACKING (where applicable)

7.1 For supplies the bidder warrants that the cost of packing is included in the cost offered for the items.

7.2 The successful bidder shall ensure that:

(a) The packing shall be of a sturdy export quality, of virgin base materials and is of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations including remote locations under adverse climatic and storage conditions, and high humidity; and

(b) The packaging unit must be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport and resistant to puncturing;

8. BIDDER REPRESENTATIONS

8.1 The bidder represents and warrants that:

(a) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

(b) The items offered shall be free from defects in workmanship and materials;

(c) The items offered shall be contained or packaged in a manner adequate to protect them;

(d) It has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF's or the ultimate recipient's rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting Purchase Order.

9. ACKNOWLEDGEMENT

9.1 The successful bidder will be required to acknowledge that:

(a) UNICEF may further distribute the goods supplied to its Programme partners, including procurement services customers;

(b) The benefit of any warranties provided and liabilities entered into with UNICEF, shall be passed on by UNICEF to its Programme partners, including Procurement Services customers.

10. LIQUIDATED DAMAGES

10.1 For late delivery of items or for items which do not meet UNICEF's specifications and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful bidder, and deduct 0.5% of the value of the items pursuant to a Purchase Order, per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages, shall not relieve the successful bidder from any of its other obligations or liabilities pursuant to any Purchase Order.

11. GENERAL TERMS AND CONDITIONS

11.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting Purchase Orders. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) The UNICEF General Terms and Conditions;
- (b) The Purchase Order.

12. MARKING AND RETURNING BIDS

12.1 SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID NUMBER, and dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE. Bids received in any other manner will be INVALIDATED. No electronic bids are acceptable.

12.2 Bids received without the Bid number will be INVALIDATED.

12.3 For RFP, Technical and Financial proposals must be provided in separate sealed envelope marked clearly as Technical proposal and Financial offer including bid reference as indicated on point 12.1. The Technical proposal should be submitted as one original and three copy documents and Financial offer should be submitted as one original offer in standardized template (provided in RFP).

12.4 SEALED BIDS submitted in hard copy must clearly mark the below address
"UNICEF Afghanistan Country Office, UNOCA Compound, Paktia Kote, District 9th, Jalalabad Road, Kabul City, Afghanistan

13. DISCOUNTS

13.1 Discounts on quantities and/or volume purchased and/or faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the Purchase Order.

13.2 Any discounts for any reason other than those mentioned on the Bid Form must be stated on the Bid.

14. QUALITY ASSURANCE

14.1 If the Bidder is already certified, or in the process of being ISO/BS certified or has GMP approval or equivalent standard (if equivalent, kindly indicate which standard is used), this should be clearly indicated in the Bid and a copy of the Certificate attached to the Bid.

15. AWARD/ADJUDICATION OF BIDS

15.1 The contract will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time, whose products are commercially, technically and quality acceptable, and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the ITB, provided the Bid is reasonable and it is in the interest of UNICEF to accept it. Bids will be adjudicated either on CIP - UNICEF Afghanistan Country Office, UNOCA Compound, Paktia Kote, District 9th, Jalalabad Road, Kabul City, Afghanistan Warehouse basis or other incoterm specified, whichever is in the interest of UNICEF.

15.2 UNICEF reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc bid which meets all the requirements.

15.3 In case of an award, Bidders who have not previously received Purchase Orders from UNICEF, may receive an order for a limited quantity until satisfactory performance is established.

15.4 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable time to inspect the premises that will be used for the production, testing and packaging of the products, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

16. SUPPLIER PROFILE FORM

16.1 Bidders who have not already done so, will be requested by the office to complete the Supplier Profile Form and return to UNICEF along with the Bid. Companies MUST provide evidence of certification by an appropriate national Regulatory Authority of registration to conduct legal business/transaction in the country of operation.

16.2 Copies of company profile/history Records, List of Equipment and other relevant documents must be made available and/or submitted to UNICEF upon request. Companies that not officially registered with UNICEF will have to complete the registration and evaluation process before any orders can be awarded to them.

17. COUNTRY OF ORIGIN

Not Applicable.

18. DANGEROUS GOODS

18.1 The handling and transport of dangerous goods is subject to rules and regulations based on international transport agreements (ADR, RID, IMDG Code, IATA DGR, ICAO) in order to prevent injury to persons, damage to cargoes and living resources. Hence, should any products in this bid be classified as dangerous goods, it will be the successful bidder's responsibility to ensure that the goods are packed and labelled correctly, transported safely and accompanied by the necessary transport certificates during shipment.

19. UNETHICAL BEHAVIOUR

19.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

20. CORRUPT AND FRAUDULENT PRACTICES

20.1 UNICEF requires that all bidders associated with this Invitation to Bid / Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

21. OFFICIALS NOT TO BENEFIT

21.1 The bidder warrants that no official of UNICEF or the United Nations has received or will be offered by the bidder any direct or indirect benefit arising from this Invitation to Bid / Request for Proposal or the award thereof. The bidder agrees that breach of this provision is a breach of an essential term of the Invitation to Bid / Request for Proposal.

22. GUIDELINES ON GIFTS AND HOSPITALITY

22.1 Bidders shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

D. GENERAL PROVISIONS

1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY

In the event that the Contractor offers a lower price to the General Services Administration (GSA) of the federal government of the United States of America for similar services, UNICEF shall be entitled to same lower price. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES

2.1 UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION

3.1 By submitting an offer the proposers certify that UNICEF, for Contracts resulting from this Request for Proposal for Services, is not being charged more than other clients for similar services and similar quantities and within similar circumstances.

4.0 LIQUIDATED DAMAGES

4.1 For late delivery of items/services or for items/services which do not meet UNICEF's specifications/requirements and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful proposer, and deduct 0.5% of the value of the items/services pursuant to a Institutional/Corporate Contract, per additional day of delay, up to a maximum of 10% of the value of the Institutional/Corporate Contract. The payment or deduction of such liquidated damages shall not relieve the successful proposer from any of its other obligations or liabilities pursuant to any Institutional/Corporate Contract.

5.0 ORDER OF PRECEDENCE

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts to this RFPS shall apply to any resulting LTAS and/or Institutional/Corporate Contracts. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) UNICEF General Terms and Conditions for Institutional/Corporate Contracts;
- (b) LTAS/Institutional/Corporate Contract.

6.0 UNETHICAL BEHAVIOUR

6.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF suppliers / contractors. Accordingly, any registered company that is

found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

7.0 CORRUPT AND FRAUDULENT PRACTICES

7.1 UNICEF requires that all suppliers / contractors associated with this Institutional/Corporate Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) 'corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

8.0 GUIDELINES ON GIFTS AND HOSPITALITY

8.1 Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

9.0 POST-EMPLOYMENT RESTRICTIONS

9.1 The United Nations (UN) has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15.

9.2 For a period of one year following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from seeking or accepting employment with, or otherwise accepting any form of compensation or financial benefit from, any UN contractor or vendor of goods and services, regardless of location, which conducts business with the UN or seeks to do so and with whom such staff members have been personally involved in the procurement process during the last three years of service with the UN.

9.3 For a period of two years following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from knowingly communicating with, or appearing before, any staff member or unit of the UN on behalf of any third party on any particular matters that were under their official responsibility relating to the procurement process during the last three years of their service with the UN.

9.4 The United Nations respectfully requests all contractors and vendors to adhere to these regulations. Any UN contractor or vendor who offers employment, hires or otherwise compensates staff members in violation of the provisions of the bulletin may be subject to having its registration as a qualified vendor with the UN barred, suspended or terminated, in accordance with UN procurement policies and procedures.

10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

6. LEGAL STATUS.

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

7. 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 the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) 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.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) 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 work under 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.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

performing work or services in connection with this Contract.

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) name UNICEF as additional insured;
- (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
- (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

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

11. 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 UNICEF 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.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF'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 the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) 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, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or 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, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract,

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF 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 no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

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

18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations 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 the Contract.

21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. SETTLEMENT OF DISPUTES

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.

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. 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.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention 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.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. 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 UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

Evaluation Criteria

After opening of proposal each proposal will be assessed on its technical merits and subsequently on its price. The proposal with the best overall composed of technical merit and price will be recommended for award of contract. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF contract Review Committee. The evaluation panel will first evaluate each response in compliance with the requirements of this RFP. Responses deemed not meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of terms and conditions contained in the RFP, including provision of all required information may result in a response or proposal being disqualified from further consideration. The proposal will be evaluation against the followings;

TECHNICAL CRITERIA	POINTS TO CONSIDER	Score
Company profile	<ul style="list-style-type: none"> Profile/capacity of company and experience on similar project 	10
Key Personnel	<ul style="list-style-type: none"> Key personnel that will work on this assignment (should include their CV's and detail of relevant experience and qualifications);range and depth of experience <u>of proposed staff</u> with similar project Sample of previous evaluation reports authored by the proposed key evaluation experts 	20 5
Proposed Methodology and Approach	<ul style="list-style-type: none"> Project management, monitoring and quality assurance process Proposed methodology, work plan and tools used during evaluation (comprehensiveness, clarity, relevance, logic, rigor, realism, practicality, creativity. 	10 25
TOTAL SCORE		70

Proposal (s) scoring 70 % or more following Proposal Evaluation will be listed and included for review of Analysis and Evaluation on The Financial Offer.

Price Proposal

The total amount of points allocated for the price component is [30]. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

$$\text{Score for "Price proposal X"} = \frac{\text{Max score for price proposal (e.g 30) * Price of lowest priced proposal}}{\text{"Price of proposal X"}}$$

**Total Technical and Price
100 Pts**

Evaluation of WASH in Schools (WinS)

Cost Schedule

[illegible]

This is the Supplier Profile Form used by Supply Division. It is given here as an example of how an SPF can look. Country Offices should use it as a template and customise it to their own needs.

SUPPLIER PROFILE FORM

All pages to be completed by Supplier and submitted to UNICEF.

It should be understood that falsified or misleading information could result in disqualification of the company as a registered potential supplier for UNICEF

Requested information is for UNICEF's internal use only and will be treated as confidential.

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention 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.

UNICEF reserves the right to terminate any contract unconditionally and without liability in the event that the supplier is discovered to be in non-compliance with the national labour laws and regulations with respect to child employment.

The supplier guarantees that neither the supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the supplier's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines (taken in its broader definition). The supplier recognises that a breach of this provision will entitle UNICEF to terminate its contract with the supplier.

The company, as well as any parent, subsidiary or affiliate companies:

Strive to abide by the UN Supplier Code of Conduct.(<http://www.un.org/Depts/ptd - vendors>)

Are not listed in, or associated with a company or individual listed in the UN Security Council Resolution 1267 List website. (www.un.org/sc/committees/1267/consolist.shtml)

UNICEF requires that all suppliers / contractors associated with a purchase order / contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

A. Defines for the purpose of this provision the terms set forth as follows:

- (i) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and
- (ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

- B. Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;
- C. Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

OFFICIALS NOT TO BENEFIT

The supplier / contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the supplier / contractor any direct or indirect benefit arising from this contract or the award thereof. The supplier / contractor agree that breach of this provision is a breach of an essential term of the contract.

GUIDELINES ON GIFTS AND HOSPITALITY

Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

The Contractor should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organisation. The Contractor is therefore required to disclose to UNICEF whether its company, or any of its affiliates, is subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organisation at the time of execution of this agreement and throughout the duration of the agreement period. The Contractor recognises that a breach of this provision will entitle UNICEF to terminate its supply contract with the Contractor.

Have no outstanding or pending bankruptcy, judgment or legal action that could impair a supplier / contractor's ability to continue operating as a going concern.

Agents, intermediaries and other persons retained by these companies, as well as all employees agree to cooperate with the United Nations during any investigative processes undertaken by them, either before during or after execution of a contract, including providing all required documents, company records, access to employees, officers and staff, as well as financial information.

I, representing the Company, acknowledge and ensure the Company's compliance

with the above statements:

Name and Title: _____

Signature: _____

Date: _____

Company name: _____
(please TYPE or PRINT)(attach additional pages if space in columns is not enough - but information must be provided in the following sequence for all columns):

General Information (if available please provide all documentation with English translation)

1.0 Name of Company : _____

1.1 Full address: _____

Street _____

Postal code _____ City: _____

State/County/Region _____

Country _____

P.O.Box _____ City: _____ Postal code: _____

1.2 Tel (incl. country code): _____

1.3 Fax/Telex (incl. country code): _____

1.4 Email address: _____

1.5 Website: _____

1.6 Contact person authorised to deal on your behalf:

Name Title Email address Direct Telephone number

1.7 Year established: _____ 1.8 No. of full-time employees : _____

1.9 Legal registration of the company – Please provide documentation of legal registration.

1.10 Name change -- Please provide documentation of name change, if applicable.

1.11 Type of organization (Mark one X only)

State Enterprise: Private Company: Other (Please specify):

1.12 Activity category, mark X where applicable percentage business to annual sales

Manufacturer: -----

Consultant: -----

Trading company: -----

Forwarder: -----

Authorised agent: -----

Other (please specify): -----

Total of the above 100 %

1.13 If Agent/Trading House, do you hold sole/exclusive rights/license? Y / N

(If yes please state name and address of Principals and attach documentation):

1.14 If USA-based dealer, are you a "GSA" dealer? Y/N (If Yes, please attach certificate)

1.15 Number of years with export sales: _____

2.0 Parent Company (if applicable) : _____

2.1 Address : _____

2.2 Legal relationship of the parent company to the company

2.3. Year established: _____

2.4. No. of full-time employees : _____

2.5 Website: _____

Financial Information

3.0 Audited Financial Statements or Annual Report:

Financial statements are to be submitted if your company is to either:

- a) Do business with UNICEF to exceed _____ annually, or
- b) Would like to be considered for an LTA (long-term arrangement) award(s).

Alternatively, if there is a website, with the information, this can be stated: _____

The statements are to include - balance sheet, income statements and notes thereto, with English translation.

The financial statements should be for the company itself, as well as the parent company, if applicable.

3.1 Authorised to discuss financial issues:

Name Title Email address Telephone number

Activities

4.0 Previous export contracts (during the last 2 years) with United Nations/International, Governmental or Non-Governmental Organizations/Private Companies, for below products/services:

(provide references):

Contract: Date Value Product Destination Organization Name/address.

ref. no.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

4.1 What percentage of the company's annual sales are for export markets _____ ?

4.2 Products/services offered:

Please tick off the material group your product/products fall under. To get a detailed listing of specific products within the groups, visit the UNICEF Internet site (<http://www.supply.unicef.dk/catalogue/>).

Vaccines/Biologicals	Laboratory Supplies	Warehousing
Pharmaceuticals	Diagnostic Test Kits	Shelter/Field Equipment
Nutrition	Water & Sanitation	Clothing & Footwear
Medical Equipment	Printing	Agriculture
Medical Renewable	Education Supplies	Identific. & Signage
Rehab./Disabilities	IT & Office Supplies	Staff Supplies
Medical/Hygiene Kits	Transport	Architec/Engineering
Cold Chain Equipment	Fuel & Lubricants	Surveying Services

4.3 Storage/warehousing capacity (In square meters if applicable): _____

4.4 Size of production plant(s) (In square meters if applicable): _____

4.5 Local representation: (Please attach list of countries where your local representative will provide warranty services on products/services purchased from you - provide complete addresses (of your subsidiaries/agents))

Other Information

5.0 Approved Standards (ISO, FDA, GMP, etc): _____

(Certificates of approval to be attached)

5.1 Does your company have a statement on quality policy?

(Circle as applicable) Y / N if yes, kindly attach a copy.

5.2 Which of the following does your company implement: (circle as applicable)

Raw material control Y / N Sub-component control Y / N

Process control Y / N Final/pre-delivery control Y / N

5.3 Authorised contact person regarding Quality control:

Name: _____

Title: _____

Telephone: _____

Email: _____

5.4 Membership of National / International Associations?

(Circle as applicable) Y / N (if yes, please enclose list of names)

5.5 Does your company have social accountability policy?

(circle as applicable) Y / N (if yes, please provide copy of relevant document)

5.6 Does your company have a documented environmental policy?

(circle as applicable) Y / N (if yes, please attach a copy of relevant document)

I hereby certify that the information provided above and in all the annexures is correct and that no person in any connection with this establishment, as a supplier for providing material, supplies or services, or as a principal or employee, is employed by UNICEF, or barred by UNICEF.

I also understand that falsified or misleading information could result in disqualification of the company as a registered potential vendor for UNICEF.

Name: _____ Date: _____

Title: _____ Signature: _____