

REQUEST FOR PROPOSAL (RFP)
LRPS-RBA-2014-9110748

March 12, 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite eligible firms to submit a proposal for Institutional Consultancy – Design of an M&E System for the Water, Sanitation and Hygiene sector of Cambodia

SEALED Proposals must be received at the following address latest 10:00 AM Phnom Penh local time on **Wednesday 09 April 2014:**

UNICEF Cambodia Country Office
No. 11, Street 75, Sangkat Sraschark
P.O. Box 176, Phnom Penh
Cambodia

IMPORTANT – ESSENTIAL INFORMATION

Your offer comprising of a Technical Proposal and a Price Proposal, in separate sealed envelopes referenced LRPS-RBA-2014-9110748, should be received at the above address by latest 10:00 AM Phnom Penh local time on Wednesday 09 April 2014, and will be opened on the same day at 10.30 AM. Proposals received after the stipulated date and time will be invalidated.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

THIS REQUEST FOR PROPOSAL HAS BEEN:

PREPARED BY: Ruhiyya Baghirova, Supply Consultant

APPROVED BY: Peter Krouwel, Chief Supply and Procurement



PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF.

Proposal must be made in accordance with the instructions contained in this REQUEST.

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this REQUEST shall contain UNICEF's General Terms and Conditions and any other terms and conditions specified in this REQUEST.

INFORMATION

Any request for information regarding this REQUEST must be forwarded in writing to the attention of the persons who prepared this document, with specific reference to this REQUEST.

The Undersigned, having read the Terms and Conditions of REQUEST number **LRPS-RBA-2014-9110748** set out in the attached document, hereby offers to execute the services in accordance with the specifications stated and subject to the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel/Cell Nos: _____

Fax No: _____

E-mail: _____

Validity of Offer: _____

Currency of Offer: _____

1 PROCEDURES AND RULES

1.1 ORGANISATIONAL BACKGROUND

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children.

1.2 PURPOSE OF THE RFP

The purpose of this Request for Proposal (RFP) is to invite institutional proposals for the Design of a M&E System for the Water, Sanitation and Hygiene sector of Cambodia

1.3 REQUESTS FOR CLARIFICATION

All requests for formal clarification or queries on this RFP must be submitted in writing to e-mail phnompenhsupply@unicef.org, latest 10:00 AM Phnom Penh local time on Wednesday 02 April 2014. Please make sure that the e-mail mentions reference LRPS-RBA-2014-9110748. Only written enquiries will be entertained. If the query is of common interest, the question and answer will be shared with all invitees, without disclosing the source of the enquiry.

1.4 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later than 10:00 AM Phnom Penh local time on Wednesday 09 April 2014, duly signed and dated. Bidders must submit proposals, in two **separate sealed envelopes for a) the Technical Proposal and b) the Price Proposal.**

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. The bidder must submit three (3) copies of the technical proposal in one envelope. One (1) copy of the price proposal must be submitted in a separate sealed envelope. The envelopes must be clearly marked as follows:

- Envelope- Technical Proposal: **Name of bidder**
LRPS-RBA-2014-9110748– Technical Proposal
- Envelope- Price Proposal: **Name of bidder**
LRPS-RBA-2014-9110748– Price Proposal
- Outer Envelope containing Technical and Price Proposal envelopes: **Name of bidder**
LRPS-RBA-2014-9110748

The envelope must be addressed to:

UNICEF Cambodia Country Office
No. 11, Street 75, Sangkat Sraschark
P.O. Box 176, Phnom Penh, Cambodia

Proposals received in any other manner will be invalidated.

The formal submission requirements as outlined in this RFP must be followed. The completed and **signed Proposal Form** (page 2 of the RFP) must be submitted together with the proposal. The technical proposal should address all aspects and criteria outlined in this RFP.

1.5 RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. The Bidder agrees to be bound by the decision of UNICEF.

1.6 PUBLIC OPENING OF PROPOSALS

There will not be a public opening of this RFP. The Technical Proposals will be opened by an internal UNICEF bidding committee at the opening date mentioned above. All proposals will then be reviewed by an evaluation panel. Proposals received after the established deadline will not be considered.

1.7 PROPOSAL EVALUATION

After the opening, a two-stage procedure will be utilized in evaluating the proposals received, with evaluation of the Technical Proposals being completed prior to any Price Proposals being opened and compared. Proposals deemed not to meet all of the mandatory technical requirements, including the provision of all required information, may result in a proposal being considered non-compliant and not considered without further consideration. UNICEF shall award the contract to the bidder who obtains the highest combined score of the technical and price evaluation.

Proposals shall include the information and documentation outlined below:

1. **Technical Proposal:** The bidder should prepare a "Technical offer" on the basis of the tasks and deliverables (detailed in the ToR). The technical offer should include approach and methodology with detailed breakdown of inception phase, proposed scope and scale of the analysis, tentative structure of the proposed database and modules and approach that will be used by the consultant in developing the WASH MIS system. The proposal should also include a brief explanation about the process of data collection using the forms. Draft work plan and timeline for the assessment should be included.

Technical offer should also contain an updated CV and Personal History Form (P11) of the team to be involved. References to 2 relevant assignments performed previously by the consultancy firm should be included. **No financial information should be contained in the Technical Proposal.**

2. **Financial Proposal:** Detailed fee breakdown for this assignment including all possible costs responding

to ToR should be included in the financial proposal. The travel (if involved) shall be based on the most direct and economy fare. The maximum allowed per-diem cost for Phnom Penh is **USD 116/day** and USD 45/day in the provinces to cover lodging, meals, and any other cost related to the consultant's stay in Phnom Penh and in the provinces during the field work, including transportation inside the city.

1.7.1 Assessment Criteria

For evaluation and selection method, the Cumulative Analysis Method (weight combined score method) shall be used for this consultancy:

- **Technical Proposal (max. 80 points)**
- **Price Proposal (max. 20 points)**

1.7.2. Technical Proposal:

a) Technical Qualification	Total:	80
<i>1.1 Overall Response</i>		20
- Overall understanding and Completeness of response		
- Overall concord between RFP requirements and proposal		
<i>1.2 Proposed Methodology and Approach</i>		35
- Quality of proposed approach/methodology and M&E system structure and modules, operationalization mechanism and management control system		
- Technologies proposed - compatibility with existing sector requirements, ease of use and sustainability		
- Capacity building elements		
- Innovation		
<i>1.3 Technical Capacity</i>		25
- Range and depth of experience with similar projects in scope and scale		
- Required relevant experience and qualifications		

1.7.3. Price Evaluation Criteria (max. 20 points)

The maximum number of points shall be allotted to the lowest Financial Proposal that is opened /evaluated and compared among those technical qualified candidates who have attained a minimum 65 points score in the technical evaluation. Other Financial Proposals will receive points in inverse proportion to the lowest price.

The Contract shall be awarded to candidate obtaining the highest combined technical and financial scores, subject to the satisfactory result of the verification interview.

1.8 Validity

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Proposers are requested to indicate the validity of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.9 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Special and General Terms and Conditions are attached and will form part of any Contract resulting from this RFP.

1.10 PAYMENT TERMS

Payment is linked with deliverables and will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones (deliverables) and as per certification and evaluation of the supervisor with close consultation with MRD. Payment Detailed deliverables are listed under point 2.7.

The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payments will be effected upon satisfactory submission of deliverables by bank transfer or cheque in USD.

- 20% payment on Month 1 associated with the completion of Task A
- 30% payment on Month 5 associated with the completion of Tasks B, C, D and E.
- 30% payment associated with the completion of Tasks F
- 20% payment associated with the completion of Task G

2 STATEMENT OF WORK AND TERMS OF REFERENCE

2.1 Background:

The Ministry of Rural Development (MRD) in Cambodia oversees rural water supply, sanitation, and hygiene (WASH) throughout the country - the responsibilities of which fall under the Department of Rural Health Care (DoRHC) and the Department of Rural Water Supply (DoRWS). The national WASH sector is supported by a variety of organizations and donors, with oversight, leadership, and coordination provided by MRD. The WASH sector is guided by the 2011 – 2025 National Strategy for Rural Water Supply, Sanitation, and Hygiene (RWSSH Strategy).

To-date, Monitoring and Evaluation (M&E) programs at MRD have been largely project-specific. However, the RWSSH Strategy calls for a unified Management Information System (MIS) to monitor and measure the performance of the sector as a whole. Various national survey programs already collect WASH-relevant data, such as the National Census, Commune Database, Cambodian Demographic and Health Survey (CDHS), National Knowledge, Attitudes and Practice Survey (KAP), and the Cambodian Socio-Economic Survey (CSES). Additionally, MRD collects limited information on sanitation and water supply from village chiefs throughout

the country – however not routinely. While the data from all of these sources are useful for the sector, additional detail, standardization, and greater data collection frequency are required to better meet the needs of MRD and the WASH sector. The aforementioned data sources can also be complimented by new routine data collection programs specific to WASH and led and administered independently by MRD. All relevant data sources can then be compiled into a centralized and unified MIS to enhance data accessibility, functionality, and usage.

Recently, parallel but complimentary efforts to support M&E for Rural Water Supply (RWS) and Rural Sanitation and Hygiene (RSH) at MRD have been initiated. For RWS, MRD commissioned an assessment of an existing groundwater well monitoring program (National WellMap Database¹) which generated recommendations to transform the platform into a more comprehensive rural water point monitoring system. For RSH, the missing M&E components were due to be addressed through support from the Global Sanitation Fund (GSF), WSP and UNICEF. After development of the monitoring system, plans were in place to trial it at 11 districts in 5 provinces where an existing and ongoing sanitation program is active. A context analysis has already been completed for the implementation of an M&E System for the RSH sub-sector. This context analysis revealed a variety of challenges for DoRHC to successfully implement an M&E System for RSH, most notably computing infrastructure, human resource capacity, sustainability, and subsequent recommendations on how they can be addressed.

Recently, these parallel efforts for RWS and RSH – which were both only in their inception phases – were aligned and harmonized when MRD (DoRHC and DoRWS), UNICEF, and WSP agreed that the development of a holistic WASH MIS would be the most rational, efficient, and effective solution to meet the M&E needs of MRD outlined in the RWSSH Strategy. The proposed WASH MIS will serve as a foundation for MRD to scale up and expand in the future.

Additionally, the Department of Planning within M&E has recently produced an M&E Manual and is now designing an M&E System for internal needs including monitoring of national development targets. However, this system covers only basic WASH indicators and its purpose is not to comprehensively meet the M&E needs of the WASH sector.

Since these developments, an M&E working group has drafted a WASH Performance Monitoring Framework (PMF) consisting of impacts, outcomes, and outputs and outcome indicators (Annex A). The purpose of the PMF is to guide the development of the MIS for the WASH sector. The indicators provided in the PMF are divided into two phases, the first of which will be implemented under the current M&E system design and the second that will be added to the system in the future. GSF, UNICEF, and WSP have committed financial resources and technical assistance to support various components of the WASH MIS development phase in 2014, including roll-out of routine monitoring systems in pilot provinces and districts. MRD will support the operational resources for the M&E system and will gradually reduce dependency on external support. With this fact in mind, the WASH MIS needs to be scoped and scaled to a level that MRD can feasibly manage and sustain from the perspective of human and financial resources.

¹ WellMap is an initiative of the Ministry of Rural Development of Cambodia, piloted with financial support from the Water and Sanitation Program of the World Bank. The system contains location, construction and water quality information from rural wells throughout the Kingdom. In March of 2010, the system came online with data contributed by a large number of projects and organizations active in Cambodia's rural water supply sub-sector. More information can be found here: <http://www.cambodiawellmap.com/>

2.2 UNICEF Cambodia Programme area and specific project involved

This assessment is part of the Annual Work Plan 2014 signed between Ministry of Rural Development and Water, Sanitation and Hygiene programme of UNICEF. It contributes to the output 2.3: MRD and concerned sub-national government agencies lead, coordinate, facilitate, monitor and evaluate the RWSSH and arsenic national strategy.

2.3 Purpose of the contract:

The purpose of the consultancy is to design a simple yet functional, efficient and effective WASH Management information System for Rural Water Supply and Rural Sanitation and Hygiene departments at MRD. WASH MIS should be designed to be used at the national scale but will be initially implemented at 11 districts in 5 provinces where an existing and ongoing sanitation program is active.

The overall objectives of the WASH MIS are to: a) harmonize data and information collection in accordance with the PMF; b) enable the use of routine and non-routine data for operational planning, strategy revision, targeting, sector performance assessment, and future policy formulation; c) provide a means to measure progress towards national WASH targets; d) feed WASH data and information into the MRD Department of Planning M&E program for monitoring of national development targets; and e) make WASH outcome data widely available to the general public and relevant stakeholders.

Primary users of the WASH MIS system are RWS and RSH departments of MRD at national and subnational levels. Other users include planning department of MRD and various stakeholders working and interested in WASH sector.

2.4 Scope and Methodology

WASH MIS should be designed with an attention to all its key aspects, including organizational, functional and operational. At the organizational level, the WASH MIS is expected to include delineation of the M&E organizational structure, both its internal make-up and links to external actors, and spanning the national, sub-national and local levels. At the functional level, the WASH MIS is expected to include delineation of the roles, responsibilities and vertical and horizontal relationships of the different M&E structural units. At the operational level, the WASH MIS is expected to support project/program tracking, follow-up and evaluation requirements through efficient and systematic collection, collation, reporting, analysis and dissemination of information on the RWS and RSH indicators and other relevant matters as may be necessary. The WASH MIS must be based on the minimum criteria of ownership, objectivity, practicality, inclusiveness, transparency and sustainability.

The consultant should work closely and take into consideration the context analysis and other relevant information available at MRD.

The consultancy to design a WASH MIS System will consist of the following core components:

- a) Inception Report and Preliminary M&E Plan
- b) Design of the M&E Database
- c) Design of the M&E Website & Platform
- d) Design of the phone-based data upload systems
- e) Training, testing, and debugging the MIS
- f) Implementation and rollout of the MIS

These components and their relationships are depicted in Annex B.

2.5 Work Assignments

The consultancy firm is expected to develop a simple yet functional, efficient, and effective WASH MIS system that responds to the need of MRD in collecting, monitoring, tracking, follow-up and evaluation of the relevant activities as per current terms of reference.

Initially, the consulting firm will conduct a brief desk review including policies, strategies, reports and documentation that will inform the design of the MIS. These documents include, but are not limited to the following:

1. Proposal: Monitoring and Evaluation System for Rural Sanitation and Hygiene
2. Rural Sanitation and Hygiene Monitoring and Evaluation System: Context Analysis
3. A Review of Functionality of an Existing National Well Database in Cambodia
4. Concept Note for the Design, Planning, and Implementation of a WASH M&E System
5. Minutes from M&E Working Group Meetings
6. Other documents relevant to MRD policy and structure

Once the background and context of the initiative are well understood by the consulting firm, they will hold the first consultative meeting to discuss the way forward with a group of government and donor stakeholders referred to as the M&E Working Group. Work will then proceed with MRD (Client) to design and develop the M&E System. First, an Inception Report will be developed that will provide the methodologies associated with the assignment and preliminary details of the M&E Plan including an outline of the overall system design (including database, website platform, and phone-based data upload system), and a proposed work schedule for the implementation activities. After the inception report is drafted, it will be submitted to MRD and presented to the M&E Working Group at a second consultative meeting.

For the purpose of developing a proposal, the following preliminary design details are provided for each of the core MIS components, but prospective consultancy firm should understand that these details will be discussed and finalized through consultations during the assignment with MRD and the M&E Working Group.

a) M&E Plan

The M&E Plan will describe how the MIS will be operated and administered. The M&E Plan may be broken down into several sub-components:

M&E indicators and data sources

The M&E Plan should present an indicator table (adopted from the PMF plus any additional revisions), outlining the data needed to calculate the indicators, data sources, standardized definitions and terminology (and description of any incompatibilities among the data sources), data collection and upload methods, frequency of data collection or upload, and assigned responsibilities for collecting the data and incorporating it into the WASH MIS. The consultancy firm should note that additional indicators and data sources will be added to the PMF for human resource and financial monitoring through future revisions conducted by the M&E Working Group.

Collection and compilation of WASH-specific M&E data

The M&E Plan should describe the design and data flow of routine data collection and compilation activities as per the sources outlined in the section above. Under this assignment, WASH-specific data collection programs will be standardized and/or designed including specialized routine programs for rural sanitation and for water point mapping. For these routine systems, data will be uploaded to the database by local data collectors using different methods, which may include internet or phone-based methods. Data forms and templates for such systems will also be designed and presented in the M&E Plan accordingly.

Data management

Data collection, storage, processing, and analysis should be described in the M&E Plan including computing and human resource requirements, as well as database permissions and authorization.

Data quality assurance

The M&E Plan should describe activities and roles for data quality assurance mechanisms covering data collection, transfer, storage, and analysis. This should include activities for data verification, data checking, auditing, and respective roles and responsibilities.

M&E implementation roles

The M&E Plan should describe the roles and responsibilities of required staff and role players, including job descriptions, staff management structure, support from existing or proposed working groups, and procedures and timeframes for periodic reports, assessment, reviews, and meetings.

Training and capacity building

The M&E Plan should highlight capacity gaps at MRD and describe required training and capacity building activities and their proposed schedule. This program should be designed based on the findings from the previously completed context analysis and through close consultation with MRD including integration with M&E trainings proposed in a separate program supported by GSF.

Information dissemination and reporting

Activities for data use, and transformation into relevant dissemination products should also be outlined briefly in the M&E Plan to ensure that a system is in place to utilize the data for decision-making at national and sub-national levels with linkages to policy revision and development.

b) M&E database and data upload systems

The M&E database should be able to store quantitative data using various ways and means as well as fields for entering qualitative and progress data as necessary. Database fields should also include those from the

National WellMap Database such that this existing database can be incorporated and preserved.

As part of the Inception Report to the Client, the consultancy firm will detail and present database design options including potential programming languages and database software, database functionalities, computing requirements, server requirements, and the detailed database structure (including detailed description on all data-fields and their interrelation). These design options will be compared based on criteria including costs, suitability for MRD, ease of use, comprehensiveness, and ability to interface with other systems/technologies. Once the Client selects a design option, the consultancy firm will be responsible for designing the database to the agreed upon specifications while the Client will independently invest in the necessary server equipment to support hosting the database.

The consultancy firm will also be responsible for designing data collection and upload systems associated with the indicators in the PMF. The design of the Routine Sanitation Reporting Program will consist of a phone-based data upload system including any and all software required for its functionality. The actual design of the system may be proposed by the consultancy firm but could include a feature whereby village chiefs could call a phone number, listen to a pre-recorded message, and enter data when prompted using a touch-tone hand phone. Hardware will be supplied separately by the Client as per the options and recommendations provided by the consultancy firm.

The data upload system for the Water Point Mapping Program (as per the PMF) may function to allow a smart-phone equipped enumerator to locate a water point, take a photo, mark the GPS coordinates, and enter information into the phone. Data upload may occur once an internet connection is established.

The consultancy firm will develop user and administrator manuals for the M&E database and data-entry and upload systems.

c) M&E Website and Platform

The purpose of the M&E website and platform will be to connect end-users to the database and provide an interface for data analysis, visualization, dissemination, and data entry. The website should be built into or linked from the MRD homepage (pending formal permissions from MRD) and should be fully bilingual (Khmer and English). The platform will connect users directly to the live database to access and manipulate the latest data and information. The functionality of the platform will include the following:

1. Ability to query data from relevant database fields, data sources, and geographical regions (province, district, commune, and village) and produce tables for export to Microsoft Excel
2. Ability to map the data by province, district, and commune (depending on the resolution of the actual data)
3. Ability to graph data over time and from multiple data sources (where the indicators and their definitions are harmonized)
4. Ability to identify data gaps in the routine monitoring system (i.e. villages that have not yet submitted routine monitoring data)

A user authentication system will also be required to allow system administrators to access the system to upload new data, add new fields and data sources, and conduct maintenance and cleaning operations. The consultancy firm is requested to present the design of the proposed M&E website and platform in the Inception Report to the Client and other stakeholders.

The consultancy firm may also propose to use existing platforms that can be modified or incorporated to suit the needs of MRD and as per requirements in this ToR (for example Akvo FLOW for water point mapping or a system similar to DesInventar for a web-based user platform).

The consultancy firm will develop a user and administrator manual for the M&E website and platform.

d) Training and testing period

The consultancy firm is required to test the entire M&E system and all its functionalities for a period of 2 months. Sub-national training for the routine sanitation monitoring system in 11 districts in 5 provinces and water point mapping system in 1 district in 1 province will be conducted under arrangement separate from this assignment. The consultancy firm is requested to provide training to MRD at national level for maintenance, use, and updating of the database, website and user interface, and data collection and upload systems. Training manuals will be designed and administered. After sound testing and debugging of the system, the M&E system will be officially launched at a sector workshop (to be financed separately by the Client).

e) Roll-out of the system and back-up

The consultancy firm is expected to remain retained for a period of 2-months after the launching of the MIS. This trial period is necessary to ensure that MRD M&E staff are able to secure support and guidance from the consultancy firm team as responsibility and management is phased-in at MRD. Additional training might be needed, to refresh existing knowledge and also to account for any changes that were made during the testing phase. Moreover, any bugs or deficiencies that were not yet discovered during the testing phase will need to be addressed during this implementation phase.

2.6 Estimated Duration of Contract (Dates and period)

The period of consultancy is from 1 May 2014 (month 1) till no later than 30 January 2015 (month 9)

2.7 Deliverables with due dates:

The consultancy will produce the deliverables in the table below. The timeline refers to approximate time and the latest each deliverable should be finalised. The consultancy firm bidding for this assignment can propose a revised timeline justifying each.

Timeline*	Deliverables/tasks
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Month 1	TASK A: An Inception Report will be developed based on desk review, stakeholder feedback, and interviews. The report will include a preliminary draft of the WASH M&E Plan, a detailed work plan for the assignment, methodology, and detail of the major components of WASH MIS. It will be designed in consultation with the Client and the M&E Working Group.
Month 5	TASK B: A functional WASH M&E database including the user and administrator manuals.
Month 5	TASK C: A WASH MIS website and user platform including user and administrator manuals.
Month 5	TASK D: The phone-based data upload systems including user and administrative manuals will be completed and submitted by Month 5.
Month 5	TASK E: The final WASH M&E Plan.
Month 7	TASK F: Testing, debugging, and training after which the ownership and management of the system will be transferred to MRD.
Month 9	TASK G: Implementation support will be completed by Month 9. Final project report detailing the methodology, design decisions, rationale, and full system description will also be submitted by Month 9. The MIS will be demonstrated to the WASH sector at a workshop (note that the workshop budget should not be accounted for in the consultancy firm's proposal).

*This can be adjusted upon agreement with the consultant, based on the work plan.

All deliverables described above (except the manuals) will be submitted in English in hard and soft copy. All manuals and training materials should also be translated and available in Khmer language. They should be concise and easily understandable. The User's Manual should include an executive summary and may have tables, maps and figures as appropriate and the Data Collection & Reporting Forms and Terms of Reference/Job Descriptions as Annexes. Training will be conducted in Khmer.

2.8 Official Travel Involved:

Visits to province and district departments of MRD will be included as necessary to inform development of the M&E Plan and Inception Report.

2.9 Key Roles and Responsibilities

The consultancy firm will report to and work under the general guidance of the Department Directors of Rural Water Supply and Rural Health Care and the UNICEF Chief of WASH Section. The consultancy firm will be responsible for fulfilling their contractual obligations as per this ToR. The aforementioned parties will be supported by the M&E Working Group which will be responsible for overseeing the work of the consultancy firm and providing guidance and support at key design milestones.

2.10 Type of Supervision that will be Provided:

The supervisor will ensure proper briefing at the beginning of the consultancy and link with relevant stakeholders for this assignment. The supervisor will regularly communicate and coordinate the follow up and update on the assignment. In addition, compliance with the ToR and timely delivery of the expected outputs/results will be closely monitored. Upon completion of contract assignments, the supervisor will certify relevant documents; evaluate the consultant's work and process/follow-up on the payments.

ANNEX I - UNICEF SPECIAL TERMS AND CONDITIONS

1. UNETHICAL BEHAVIOUR

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.

2. CORRUPT AND FRAUDULENT PRACTICES

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.

3. GUIDELINES ON GIFTS AND HOSPITALITY

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.

4. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the services by the delivery date stipulated in the Contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the Contractor's cost, if reasonably so requested by UNICEF.

5. RIGHTS OF UNICEF

In case of failure by the Contractor to perform under the terms and conditions of this Contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

(a) procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;

(b) refuse to accept delivery of all or part of the services;

(c) terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF;

(d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deducts 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

ANNEX II - 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-à-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 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.

(e) 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 fulfill 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 14, "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, 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

(a) 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.

(b) 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.

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.