

## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2016-9126619

01 September 2016

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

### Wishes to invite you to submit a proposal for

Evaluation of Annual Work-Plans between the Ministry of Education and Higher Education (MEHE) and UNICEF Lebanon (for the scholastic years 2013/14, 2014/15, 2015/16)

Proposals should be sent to:

UNICEF Lebanon  
Attention: Supply Section  
Clemenceau, Gefinor Center, Block D, 4th Floor  
Hamra, Lebanon or by email to [lebtender@unicef.org](mailto:lebtender@unicef.org)

### IMPORTANT - ESSENTIAL INFORMATION

The reference LRPS-2016-9126619 must be shown on the envelope

The Request for Proposal for Services form must be used when replying to this invitation. You are welcome to enclose your own specifications, if necessary.

Proposals must be received by latest 14:00 hours (Beirut time) on 22.09.2016 and will be opened at 15:00 hours (Beirut time) on 22.09.2016. Request for Proposal for Services received after the stipulated date and time will be invalidated.

Proposals provided in hard-copy must be provided in sealed envelopes (one sealed envelope for the technical proposal and one sealed envelope for the financial envelope # both clearly marked - to be included in one sealed outer envelope) at the address stipulated in the RFPS. Proposals provided electronically must be sent to [lebtender@unicef.org](mailto:lebtender@unicef.org).

Proposals sent by email to [lebtender@unicef.org](mailto:lebtender@unicef.org) must be sent in two separate emails: one email for the technical proposal and one email for the financial proposal.

- Email for technical proposal:

Subject line of the email must indicate: RFPS number- name of your company- technical proposal. The email must include: The technical proposal. The technical proposal does not contain prices.

-Email for price proposal:

Subject line of the email must indicate: RFPS number- name of your company- price proposal. The email must include: The price proposal.

Proposals sent in another manner will be invalid.

It is important that you read all the provisions of the Request for Proposal for Services to ensure

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



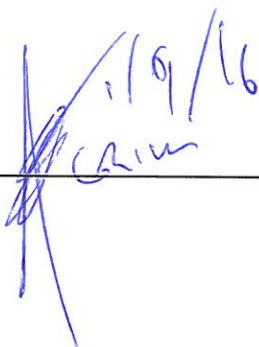
Date: 01/09/16

Tarek Zeidani

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

Email : tzeidani@unicef.org

Approved By:



Date: \_\_\_\_\_

Jens Grimm

## 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-2016-9126619** 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 Annual Work-Plans

### Background:

The Syria crisis in Lebanon is more than a refugee crisis; it is a refugee crisis compounded by an already fragile socioeconomic and political context and by a constrained public system. This crisis is both an issue of substantive scale and complex politics. For the education of Syrian refugees and Lebanese vulnerable children, this means addressing a rapid and massive surge in the number of out-of-school children (OOSC) while working on a policy dialogue with all education providers and stakeholders. The number of Syrian refugees in Lebanon are of staggering numbers: as the Syria conflict enters its fourth year with little signs of abating, the influx of refugees fleeing the fighting into Lebanon continues to increase. As of November 2015, there is more than a million Syrian refugees registered, which makes Lebanon the largest refugee-receiving country in the region.

Demographic analysis shows that 42% of the Syrian population are school-aged children between the ages of 3-18; among those, there are currently more than 280,000 out-of-school Syrian refugee children in Lebanon. There are approximately 495,910 school-aged refugee children in Lebanon (3-17), of which 285,000 are of primary school age (6-14), and 64,000 of secondary school age (15-17). Burdening communities and a fragile economy: The coping capacity of Lebanese host communities is also being eroded. While Syrian refugees in Lebanon are now hosted in over 1,400 cadastral localities across the country, the majority of the displaced continue to seek shelter in the traditionally deprived Northern (30 per cent) and Bekaa (34 per cent) regions of Lebanon. These host communities are among the most vulnerable communities in the country. The impact of the Syria crisis on the already difficult socioeconomic situation in these areas has been highlighted by the UN through a number of emergency assessments including high hosting ratios, increased expenditures and decreased incomes for Lebanese families hosting Syrian refugees. Lebanon's fragile economy is not equipped to withstand the economic repercussions of the Syria conflict with a real gross domestic product (GDP) growth projected to have fallen to 1.5 per cent in 2011 from around 8 per cent in 2007- 2010. A lack of social safety nets means that the economic slow-down is hitting people across the country, particularly the most vulnerable Lebanese, especially children. There is increasing anecdotal evidence that Lebanese children are being pulled out of public school as a result of the crisis and because of the increase of Syrian refugees enrolled in public schools (in some public schools, Syrian children form about 60% of the student body).

Constrained public system resources and capacity: While Lebanon is quite generous in its support to refugees, the additional strain on an already overburdened public sector is beginning to compromise the ability of the country to address the needs of its own people. The scale of the needs of Syrian refugees has consistently outstripped available resources and capacities. It is estimated that an additional spending of US\$ 1.4/1.6 billion would be required to reinstate the access to and quality of public services to their pre-Syria conflict level. MEHE and the Ministry of Social Affairs (MoSA) remain under-resourced and are struggling with the burden of the increased caseload of vulnerable Syrian refugees in public schools and in non-formal education (NFE) programmes. Prior to the crisis, MEHE was already catering only for 30 per cent of its student population through the public school system and is seeing this limited capacity further jeopardized. (Refer to Annex 1 for further background information)

### UNICEF and MEHE education strategy

In 2014 the Lebanese Ministry of Education and Higher Education (MEHE) together with UNICEF, other UN agencies, international donors and NGOs launched the Reaching All Children with Education (RACE) plan. This three-year plan aims to meet the educational and developmental needs of children and adolescents displaced from Syria in addition to vulnerable Lebanese children. Accordingly, UNICEF focuses on the following key interventions with MEHE and partners to reach an average of 413,000 school-aged children (3 # 18 years) each year for three years:

1. Ensuring equitable access to educational opportunities including enrolment support for formal and non-formal education, outreach and transportation.



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2. Improving quality of teaching and learning through teaching workforce capacity strengthening, school rehabilitation and provision of school supplies.
3. Strengthening national education systems, policies and monitoring.

During the 2014/2015 school year, 101,515 refugee children and 30,933 Lebanese children were supported to enrol in formal education. In order to accommodate the great number of refugee children in the public education system, MEHE, with support from UNICEF and other agencies, provided the second shift program in 144 public schools. For the 2015/2016 school year MEHE has made available a total of 200,000 spaces for refugee children in the first shift and second shift. Furthermore, for this school year both Lebanese and Non-Lebanese children have been exempted of paying enrolment fees to enroll in public education, and the requirement for refugee children to present a valid residency permit or school certificates upon enrolment has been lifted. In addition, transportation and retention support are being provided to students based on need.

In spite of the coordinated efforts to get children enrolled into formal education, there are still thousands of children out of school for different reasons. A significant number of children remain difficult to reach due to child labour, security concerns, as well as attendance to various unregulated non-formal programs, including Syrian-curriculum centres. For these children, UNICEF has launched the Accelerated Learning Program, and is working together with UNESCO, UNHCR and the MEHE on the formulation and accreditation of a regulatory framework of different Non-Formal Education programmes to prepare these children to (re)integrate into formal education. (results framework provided under annex 2)

#### Objectives, Purpose & Expected results:

The purpose of the evaluation is to strengthen the joint planning and implementation capacity of the MEHE and UNICEF to provide equitable access and better learning outcomes to the most vulnerable children in Lebanon. Specifically, the objectives of this evaluation are to:

- (i) Learn from the previous implementation of annual work plans signed between MEHE and UNICEF
- (ii) Based on the above, provide concrete recommendations in order to improve planning and implementation of joint programmes for delivery of results for the most vulnerable children.
- (iii) Utilize these recommendations to feed into the next CPD cycle (2017-2020) of the MEHE UNICEF partnership

#### Scope of work:

##### a. What is covered and level of results

The evaluation will cover the three pillars of the work plan between UNICEF and MEHE (MEHE). These pillars represent the totality of UNICEF's support to MEHE and represents an integrated approach in responding to needs of out of school children through strengthening national and local capacities. Under these pillars the evaluation will focus on specific component of the cooperation with MEHE:

##### - Pillar 1: Equitable access to education for all children.

This includes school rehabilitation, enrolment support to basic education, the accelerated learning programme (ALP), and non-formal education. The specific evaluation focus under this outcome is equitable opportunities to access a quality basic education

##### - Pillar 2: Improving quality of teaching and learning. This includes supply of kits, textbooks and learning material; in addition to teacher training. The specific evaluation focus under this outcome is supply and learning material

##### - Pillar 3: System strengthening. This includes capacity building to MEHE on monitoring and reporting systems. The specific evaluation focus under this outcome is support to the Department of Orientation and Pedagogy (DOPS) to strengthen the monitoring of teacher performance in classes

These three Pillars represent the overarching focus of UNICEF and MEHE's work plans over the last two years, which is based on the Reaching All Children with Education (RACE) response Plan (2013-2015). The evaluation will focus on specific outputs under these main outcomes with further detail to assess its relevance, efficiency, effectiveness, coverage and connectedness of key outputs.

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b. Time period covered by evaluation:

The evaluation will cover 2014 and 2015; though the focus will likely include the scholastic years 2013-2014, 2014-2015, and 2015-2016.

The UNICEF country programme spanned 2010-2014, though the Syrian crisis which began in 2011 required an integrated approach to respond to the increasing needs. This pushed the government of Lebanon and the international community to increase their capacity and resources to respond to the growing needs of out-of-school Syrian and Lebanese children. This brought forth the RACE strategy. RACE is a multi-year plan (2014-2016) covering vulnerable school-aged children (3-18 years) affected by the Syria crisis are able to access quality formal and non-formal learning opportunities in safe and protective environments. The period of the evaluation necessitates the evaluation to focus on the RACE as the overarching plan for which UNICEF's annual work plans of 2014 and 2015 were based on.

c. Timing of the evaluation

As highlighted in the objectives of the evaluation, a key strategic utility of the evaluation is for it to feed into the next CPD cycle (2017-2020) of the MEHE UNICEF partnership.

Evaluation questions:

The following are key questions of the evaluation based on the OECD-DAC criteria (Organization for Economic Cooperation and Development Assistance Committee):

The evaluation will specifically aim to examine the following intended impacts from the MEHE-UNICEF partnership, with a view to understanding:

- The effectiveness of the UNICEF and MEHE partnership in delivering results for the most vulnerable children in Lebanon impacted by the Syrian Crisis
- The enabling and hindering factors; explaining causality for success or failure of planned interventions
- Were interventions under each Pillar planned and implemented in a manner that supported overall objectives of the MEHE UNICEF partnership?
- Which interventions are recommended to be continued into the next CPD cycle of the MEHE UNICEF partnership; and why?

· Pillar I : Increased access to formal public primary education and/or regulated non-formal education for vulnerable Lebanese and non-Lebanese children

o Relevance and Appropriateness:

§ Were the programme interventions appropriate to the education needs of the children targeted i.e., was the subsidy of school fees and transportation costs the most appropriate intervention to improve access to formal learning for the targeted children?

o Effectiveness

§ Were the designed interventions sufficient to increase access to formal primary education and/or regulated non-formal education for vulnerable Lebanese and non-Lebanese children i.e., did MEHE and UNICEF assess and implement all relevant measures to improve access to education? What was not explored or implemented, and why?

§ Was the outreach campaign effective i.e., was there a positive impact on school enrollment as a result of the campaign (this would be measured in proxy by the adequacy and accuracy of information, as well as coherence in connecting to appropriate pathways)

o Efficiency

Efficiency (financial and operational) will not be evaluated because there are no comparable (financial and operational) models within the three year period against which to assess this parameter on subsidies of education costs.

o Impact and Sustainability

Item	Service Description	Quantity	Unit	Unit Price	Price
	Impact and sustainability parameters will not be evaluated because of the lack of data and/or reports to this end. Furthermore, a few of the intended interventions were not engaged with, given the fluid nature of the response; this will affect the qualitative assessment of impact and sustainability.				
	o Connectedness				
	§ Were the interventions sufficiently coordinated between relevant institutions and education actors in a manner that improved implementation and results for children?				
	o Coherence				
	§ Were the programme interventions that designed under this Pillar coherent in relation to each other i.e., were the interventions to improve demand for education services designed and implemented commensurate with the increase in availability to targeted children?				
	o Coverage				
	§ To what extent was the target population group covered by all interventions under this Pillar; with explanations for gap in coverage.				
	· Pillar II : Improved learning materials and environments available to children enrolled in formal public education				
	o Relevance and Appropriateness:				
	§ Were the learning materials provided appropriate to the context and to the requirements of the education programmes of the targeted children?				
	§ To what extent did the rehabilitation projects take into account local needs (of children, teachers, school directors, and school-community)?				
	o Effectiveness				
	§ Were the supplied learning materials sufficient and of quality to meet minimum (UNICEF and MEHE) standards for all targeted children enrolled, per scholastic year?				
	o Efficiency				
	§ Was the operational modality of the distribution of learning materials efficient (timely; and cost-efficient)?				
	§ Was the operational modality (contracting arrangements) for the rehabilitation of schools efficient (time-efficient) (cost-efficient as per approximate national rehabilitation costing guidelines)?				
	o Impact				
	§ Were there measures undertaken to assess the impact on children's enrollment, retention, and learning as a result of improved (rehabilitated) learning environments?				
	o Sustainability				
	§ To what extent did the rehabilitation projects contribute to the enhancement of national or UNICEF building codes/standards?				
	o Connectedness				
	§ Were national standards and UNICEF Child Friendly Schools (CFS) standards taken into account while designing the rehabilitation of schools?				
	o Coherence				
	§ Were cross-sectoral needs (WASH, protection, access, environmental standards, DRR) taken into account in the planning and implementation of rehabilitation projects?				
	o Coverage				
	§ What extent of the target population group was supplied with learning material?				
	§ What extent of the rehabilitation needs were covered by the AWP's?				
	· Pillar III: Improved institutional capacities, systems, and policies to provide improved access and quality education to vulnerable Lebanon and non-Lebanese children				
	o Relevance and Appropriateness:				
	§ Did UNICEF and MEHE partner to strengthen the relevant institutions to deliver results under Pillar I and II?				
	§ Were the types of technical assistance requested and provided appropriate to delivering results under Pillar I and II?				
	o Effectiveness				
	§ Was the UNICEF-MEHE partnership (process, design, and implementation) time-efficient and timely?				

Item	Service Description	Quantity	Unit	Unit Price	Price
o	Efficiency				
§	Efficiency (financial and operational) will not be evaluated because there are no comparable (financial and operational) models within the three year period against which to assess this parameter.				
o	Impact and Sustainability :				
§	To what extent was the MEHE-UNICEF partnership effective in strengthening national capacity; were the types of technical assistance requested and provided implemented in a manner that could be used outside the MEHE-UNICEF partnership, outside the Syria Response Plan?				
o	Coherence				
§	To what extent were the UNICEF-MEHE support/inputs aligned with national education plan				

In addition, it would be useful to have a short evaluability assessment of the planning and monitoring documents used between UNICEF and MEHE in the design and implementation of their partnership.

Stakeholders:

A preliminary mapping of relevant stakeholders of the Education programme by the joint technical committee of the evaluation has identified the below list of stakeholders. In addition these stakeholder are divided into four sub-categories depending on their relative level of #Interest# and relative #influence# on the evaluation. Although not exhaustive and the categorization might change, this is intended to be a preliminary guide to assist in mapping out the key stakeholders who the team will engage with and tailor the products accordingly.

#### High INFLUENCE and High INTEREST

- MEHE Central
- Donors
- UN agencies
- PMU
- RACE Executive committees

#### Low INFLUENCE and Low INTEREST

- School Director
- Regional directors
- Teachers
- Parents committees
- Parents
- Municipality officials
- Children (boys & girls)

#### Low INFLUENCE and High INTEREST

- International/national NGOS
- Education (coordination) sector

#### Ethical considerations:

In line with the Standards for UN Evaluation in the UN System (developed by the UN Evaluation Group), all those engaged in designing, conducting and managing evaluation activities will aspire to conduct high quality and ethical work guided by professional standards and ethical and moral principles. The proposal must identify actual or potential ethical issues, as well as measures and methods adopted to mitigate against these issues. All interviewees will be informed with the purpose of the evaluation and their role and what information is required specifically from them. Confidentiality of their views is ensured. If interviewees will include minors, a written consent should be taken from the persons in charge of their care. All the documents, including data and fieldwork instruments, developed in the course of this consultancy are the intellectual property of UNICEF.

Item	Service Description	Quantity	Unit	Unit Price	Price
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Management of the evaluation and stakeholder roles:

The overall evaluation will be led by the joint technical committee consisting of UNICEF and MEHE representatives. It is up to members of this group to acquire inputs sign off from the relevant representing bodies that would then be fed into the evaluation process. The evaluation team will be working directly with and reporting to this group for technical guidance and approval of draft and final products.

The joint technical committee will be responsible in the evaluation of bids and act as the selection panel following the rules and regulations of UNICEF, which will be the contacting party.

Deliverables:

Phase 1 (20 days)

Inception report:

- the review of documentation undertaken by an evaluator, evaluation expectations and evaluation matrix
- the evaluation methodology finessing thereby the exact focus and scope of the exercise, including the evaluation questions and the sampling strategy and plan
- evaluation work plan that includes work schedule, milestones and deliverables

Phase 2

Field Missions and Draft Report: (20 days)

- The evaluation will include site visits based on the sample that will be identified to consult with school personnel and project stakeholders as well as beneficiaries; and to collect information in accordance with the requirements stipulated in the evaluation work plan. This mission will be coordinated with UNICEF and MEHE.
- The draft report will include:
  - o A summary of findings, with the indication of risks;
  - o Recommendations to MEHE and UNICEF, with much emphasis on implementation for programmes planned for the next cycle
- A presentation to the MEHE-UNICEF technical team

Final comments by both MEHE and UNICEF incorporated into Draft II Report (40 days)

Phase 3 (15 days)

Final evaluation report to include:

- The context and background of the Education Programme
- Evaluability assessment, evaluation criteria, and evaluation methodology
- Main findings and analysis; incorporating management comments
- A full set of recommendations for the next programme cycle, with an indication of risks

List of interviews and details of field visits, if any

Each submission will be made available electronically and will be addressed to the manager of the evaluation, copied to MEHE and UNICEF.

Methodology:

The below are some of the proposed methods that the evaluation team might refer to, but the team can further elaborate these requirements in the inception report as appropriate and needed.

- Key informant interviews
- Focus Group Discussions
- Observations
- Documentary analysis



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- Statistical analysis of available survey and official enrolment data

Existing information sources:

The following are some of the key information sources for the evaluation:

Secondary available data:

- MEHE and PMU progress reports
- UNICEF and MEHE work plans
- UNICEF/MEHE annual review report and annual report
- ALP evaluation report
- Enrolment review report (pending approval)
- RACE strategy (Reaching all children with education)
- Literature review document of RACE
- LCRP strategy and progress reports
- Education sector development plan of MEHE (ESDS 2010-2015)
- UNICEF progress databases (ActivityInfo) and SitReps
- CRDP yearly educational statistics
- List of public schools with geographic distribution: MEHE/UNICEF
- Enrolment data in public schools: MEHE/UNICEF
- ALP enrolment and attendance: CERD/UNICEF
- List of schools adopted for 2nd shift with geographical distribution: MEHE
- List of schools rehabilitated with geographical distribution: MEHE/UNICEF
- List of schools receiving fuel with geographical distribution + criteria of selection: MEHE/UNICEF
- Quantities of computers, printers and UPS distributed to public schools through MEHE/UNICEF
- Definition of disability by Lebanese laws: MEHE
- Out of school children; study in process: UNICEF, UNESCO
- Household survey results (ongoing): UNICEF
- VASyR: UNICEF/WFP
- Community Assessment: OCHA/UNICEF/REACH

Responsibilities:

The consultancy firm is responsible to produce the following by the stated deadlines:

- Desk review and preparation of the inception report: 20 days
- Data collection: 20 days
- Final report draft submission: 40 days
- Final report: 15 days

Reporting requirements:

- The Consultant will report to the Monitoring and Evaluation Specialist
- The reports will be electronically submitted to the Monitoring and Evaluation Specialist.

Qualification Requirements:

A Consultancy Firm, will be selected through an international competitive bidding process for this evaluation.

The Firm is expected to propose an Evaluation Team to:

- Demonstrate experience in evaluating humanitarian and resilience oriented programmes
- Demonstrate ability in managing multi-sector projects and multi-cultural teams
- Demonstrate experience in the region and on the Syrian crisis
- Demonstrate experience in evaluating education sector programmes
- Identify a gender balanced team with at least ten years of experience combining the following skills:
  - Knowledge of the Lebanese Education Sector



Item	Service Description	Quantity	Unit	Unit Price	Price
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- Knowledge of INEE minimum standards (Education in Emergencies)
- Strong knowledge in evaluation, quantitative analysis, and statistical skills
- Strong writing/drafting skills in English
- Strong communication skills in Arabic
- Strong community facilitation skills

In addition:

The Team Leader must have an advanced University degree (Masters or PhD) in one of the following disciplines: Social Science, political science, evaluations, research. The Firm's Lebanese technical team must possess preferably at least 7 years institutional experience in education related monitoring and evaluation activities with an emphasis on mixed method data collection and analysis.

- CVs of involved professionals should be made available upon submission of a technical proposal.
- Excellent communication skills and leadership skills, with experience of delivering high quality reports.

Timing/Duration of Contract:

UNICEF and MEHE are to receive the final evaluation report 3 months from the date of contract signature

Duty station: Beirut

Administrative issues : Overall , management oversight will be provided by UNICEF; in coordination with the evaluation team from the MEHE.

The evaluation team is to be based in Lebanon for the entire period of the consultancy.

Project management: the project will be managed by the SPPME and Education unit of UNICEF in continuous coordination with the team from MEHE.

Evaluation of Annual Works-Plans	1	PU
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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.

#### B. UNICEF SPECIAL TERMS AND CONDITIONS

##### 1.0 PROCEDURES AND RULES

###### 1.1 Organizational 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 behavior towards children. UNICEF's role is to mobilize political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1 UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research Centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisations mission and work.

###### 1.2 Purpose of the Request For Proposal for Services

The purpose of this RFPS is to invite proposals for Provide " Evaluation of Annual Work-Plans between the Ministry of Education and Higher Education (MEHE) and UNICEF Lebanon (for the scholastic years 2013/14, 2014/15, 2015/16)

###### 1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- a) Closing date and time for submission of full proposal: 14:00 hours on 22 September 2016
- b) Questions to be received by: 15 September, 2016
- c) Estimated date of Signature of contract: 30 September, 2016

###### 1.4 RFPS Change Policy

All requests for formal clarification or queries on this RFPS must be submitted in writing to the following e-mails: [jgrimm@unicef.org](mailto:jgrimm@unicef.org) & [tzeidani@unicef.org](mailto:tzeidani@unicef.org). Please make sure that the e-mail mentions the RFPS reference number.

Only written inquiries will be entertained. Written response (including an explanation of the queries without identifying the sources) will be sent to all the bidders that have received the solicitation document.

Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

### 1.5 RFPS Response Format

Full proposals should be submitted in ENGLISH and must be received no later than 14:00 hours, 22 September, 2016 in sealed envelope for the attention of the Supply Section, UNICEF Lebanon, Clemenceau, Gefinor Center, Block D, 4th Floor, or by email to (lebtender@unicef.org) as specified below.

The bids type be clearly marked as follows:

\* Outer envelope:

Name of company

RFPS- 9126619

UNICEF Lebanon

For the attention of the Supply Section

Clemenceau, Gefinor Center, Block D, 4th Floor

\* Inner envelope - Technical Proposal: Name of company, RFPS number - technical proposal

\* Inner envelope - Price Proposal: Name of company, RFPS number - price proposal

Proposals sent by email to lebtender@unicef.org must be sent in two separate emails : one email for the technical proposal and one email for the financial proposal.

- Email for technical proposal:

Subject line of the email must indicate: RFPS number- name of your company- technical proposal.

The email must include: The technical proposal. The technical proposal does not contain prices.

-Email for price proposal:

Subject line of the email must indicate: RFPS number- name of your company- price proposal.

The email must include: The price proposal.

**Proposals received in any other manner will be invalidated.**

Offers delivered at a different address or in a different form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected. Any delays encountered in the mail delivery will be at the risk of the Proposer.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

### 1.6 Proposer's Response

#### 1.6.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal for Services must

be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

#### 1.6.2 Bid Form

The completed and signed Bid form must be submitted together with the proposal.

#### 1.6.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/will) criteria mentioned throughout this Request for Proposal for Services have to be addressed and met in your proposal.

#### 1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal for Services, especially in its statement of work, terms of reference and evaluation criteria of this Request for Proposal for Services. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

#### 1.6.5 Price Proposal

The price proposal should be as per but not limited to the requirements contained in the statement of work and terms of reference of this Request for Proposal for Services.

#### 1.6.6 Checklist for submission of proposals

\* Proposal form filled in and signed

\* Envelope for technical proposal or separate email subject technical proposal

- Technical proposal
- Technical proposal does not contain prices
- Envelope is marked as follows:

Name of company, RFP number # #Technical Proposal#, UNICEF Lebanon, Supply Section.

\* Envelope for price proposal

- Price proposal
- Envelope is marked as follows:

Name of company, RFP number # #Price Proposal#, UNICEF Lebanon, Supply Section

Proposals sent by email to [lebtender@unicef.org](mailto:lebtender@unicef.org) must be sent in two separate emails : one email for the technical proposal and one email for the financial proposal.

- Email for technical proposal:

Subject line of the email must indicate: RFPS number- name of your company- technical proposal.

The email must include: The technical proposal. The technical proposal does not contain prices.

-Email for price proposal:

Subject line of the email must indicate: RFPS number- name of your company- price proposal.

The email must include: The price proposal.

Proposals sent in another manner will be invalid.

#### 1.7 Confidential Information

Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if

any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

### 1.8 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 Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

### 1.9 Proposal Opening : No public opening for proposals will take place.

### 1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the Contracting Centre where the commercial evaluation will be done of proposals that have reached the minimum technical score required.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFPS. Responses deemed not to 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 the terms and conditions contained in this RFPS, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The responses to the RFPS will be evaluated against the technical evaluation criteria:-

- Corporate Profile highlighting the Firm's qualifications and experience in implementing the assignment (please include details of specific experience with similar assignments in the past five years.) (5 points)
- Detailed understanding of UNICEF's requirements for this assignment (5 points)
- Detailed Methodology/approach to project demonstrating how you meet UNICEF requirements for this assignment; Proposed timeline and milestones; Project dependencies and assumptions; Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member (25 points)
- Previous experience in the field of evaluation (10 points)
- o Three case studies containing the following information:
- § Name of Client



§ Title of the Project  
 § Year and duration of the project  
 § Scope of the Projects/Requirements  
 § Proposed Solutions and Outcome # include visuals, web-links, etc.  
 § Team members on each of the project and their specific roles  
 § Project timelines (start and end date year, and any other information necessary)

§ Reference /Contact person details  
 Bidders are requested to back up their submissions by providing:  
 Evidence in the form of job completion certificate, contracts and/or references.

· Details of the Proposed Team for the assignment including the following information: (15 points)  
 o Title/Designation of each team member on the project  
 o Educational qualifications and professional experiences  
 o Past experience in working on similar project and assignment # List all similar projects they worked on and their roles on those project.  
 o Detailed knowledge of issues related to the fields of Education in Emergencies, previous evaluation experience of UN/UNICEF Education programs

· Quality assurance mechanism and risk mitigation measures put in place (10 points)

". Total Maximum for technical proposal is 70 Points.

Only proposals which receive a minimum of 49 points will be considered further.

The evaluation criteria will be a split between technical and commercial scores (70/30).

Technical scores to be given based on the above mentioned desired deliverables, whereas commercial scores will relate to price.

#### b) 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.:

Score for price proposal X = [Max. score for price proposal (30 Points) \* Price of lowest priced proposal] / Price of proposal X

Total obtainable Technical and Price points: 100

Price Proposal : Bidders should fill the attached table "price proposal" for submission of their financial offer.

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.



The Proposers should ensure that all pricing information is provided in accordance with the following:

The currency of the proposal shall be in **USD**, Invoicing will be in the currency of the proposal. The Proposer will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

#### 1.11 Property of UNICEF

This RFPS, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFPS.

#### 1.12 Validity

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFPS and must be signed by an authorised representative of the legal entity submitting the proposal. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

#### 1.13 Full right to use and sell

The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any service or outcome that may be acquired under any resulting Contract.

#### 1.14 Payment Terms

Payment will be made only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

#### Payment schedule:

30% of total cost	Upon delivery of deliverables in phase 1
30% of total cost	Upon delivery of deliverables in phase 2
40% of total cost	Upon delivery of deliverable in phase 3

#### 1.15 Contractual Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFPS.

## 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.

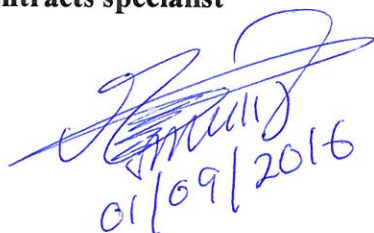
**LRPS-2016-9126619 Evaluation of Annual Work-Plans between the Ministry of Education and Higher Education (MEHE) and UNICEF Lebanon (for the scholastic years 2013/14, 2014/15, 2015/16)**

**Price proposal**

**Estimation of Evaluation Costs**

<b>Activity Item</b>	<b>Quantity (i.e. nbr of days, etc.)</b>	<b>Rate</b>	<b>Estimated Amount</b>
<b>CONSULTANTS/FIRMS</b>			
Lead Consultant			
Consultant 2			
Consultant 3			
<b>EVALUATION STAFF</b>			
M&E Focal Point			
Evaluation Task Manager 1			
Evaluation Task Manager 2			
<b>ADVISORY PANEL</b>			
Panel member 1			
Panel member 2			
Panel member 3			
<b>TRAVEL / TRANSLATION</b>			
Staff Travel			
Conferences & Workshops			
Interpreters (translation)			
<b>DISSEMINATION/KNOWLEDGE MANAGEMENT</b>			
Consultant			
Promotional Materials and Distribution			
Printing and Publications			
Media Costs			
Translator			
Conferences			
<b>Total Estimated Cost</b>			

**Nuhoddin Maarij**  
Contracts specialist



01/09/2016

**Sibylle Selwan**  
Contracts officer

