

## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2016-9126650

01 September 2016

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

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

Evaluation of the Water, Sanitation and Hygiene (WASH) Programme within the UNICEF Country Programme in Lebanon (2013-2015)

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-2016-9126650 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 that you understand and comply with the UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal.

**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:** 01/09/2016

Nuhoddin Maarij

## 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-2016-9126650** 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 UNICEF WASH Programme

### Background:

The influx of Syrian refugees has exacerbated Lebanon's already stretched water, wastewater and solid waste management systems and services, which were underfunded and underperforming even before the crisis. According to the Lebanon Environmental Assessment of the Syrian Conflict & Priority Interventions, September 2014 report, refugees contribute to an increase in wastewater generation between 8 and 14 per cent, and it is estimated that demand for water has increased by 8 to 12 per cent by the end of 2014. The incremental annual waste generated by refugees is significant and is equivalent to 15.7 per cent of the solid waste generated by Lebanese citizens prior to the crisis; solid waste management is decentralized to the municipality level with limited regulation.

Pre-crisis, wastewater networks reach 60% of the population and up to 92 per cent of Lebanon's sewage is discharged untreated into watercourses, groundwater and the sea, and the remainder only primary treated, with little improvement since due a focus on providing basic water needs by most donors. Water supply networks reach 80% of the population, however, there are significant water losses in aging supply networks (up to 48%) and high levels of illegal access due to poorly unregulated service providers, resulting in continuity of supply as low as 3 hours per day in many areas.

Lebanon is already using two thirds of its available water resources, high by global standards (averaging 10-30% for other regions), and there is significant groundwater mining. Significant groundwater declines of up to 20m in some areas (period 2013-2014) have been observed, and are expected to increase due to climate change. There is a serious risk, that Lebanon will not be able to achieve SGD 6 by 2020. Due to the increasing poor condition of supply infrastructure, lack of reliable services and the fact that Lebanon's water sources are receiving increasing loads of human and agricultural contaminants making water unsafe, thereby destabilizes previous achievements. Of particular concern in Lebanon is the quality of drinking water and inequity of supply. Up to 90% of natural sources are affected by bacterial contamination in populated/urban areas, with 70% nationally contaminated. All host and refugee populations, rural and urban, are affected to some degree by the lack of WASH services depending on their wealth status and geographic location.

The responsible government authorities, including multiple Ministries, Water Establishments (WEs) and Municipalities are under resourced both financially and in human capital, and need a significant capital investment with capacity building to sustain the implementation of strategies based on recent sector reforms and to develop sustainable and realistic plans that ensure reduced impact on the environment and effective, sustainable service provision.

Syrian refugees living in temporary settlements (by the end of 2015, more than 175,000 right holders living in around 1,900 Informal Settlements with more than 4 tents) make up a disparate category of vulnerable people whose needs are not considered in government planning and must therefore be prioritized, especially regarding access to appropriate and clean water and sanitation facilities.

UNICEF reactivated its WASH programme in 2013, and significantly scaled up its WASH activities targeting the most vulnerable areas and children. Over 1.5 million people, 56% Lebanese living in both urban and rural areas, benefited from improved access to safe water, and over 100,000 Syrian Refugees living in 1,500 Informal Settlements benefited from the full range of humanitarian WASH services.

In order to contribute to the overall outcome, three separate although interlinked components were designed to respond to the major gaps identified for water, sanitation and hygiene provision in Lebanon. These include:

#### 1. Strengthen the capacities and information systems of authorities in Lebanon

This component of WASH UNICEF programme focuses on (i) Assessing WASH vulnerability of disadvantaged groups through studies and assessments that might directly affect child health and (ii) Providing capacity building to relevant water regulating authorities to implement approved water and wastewater strategies and (infrastructure)



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Masterplans. (Key Partners: Ministry of Energy and Water (MoEW) and Water Establishment#s (WEs)).

## 2. WASH in Emergencies

UNICEF and WASH partners implemented a holistic package of non-permanent WASH interventions to meet basic needs in informal (refugee) settlements by providing sufficient quantities of safe water, arrangement of basic sanitation, and promoting appropriate hygiene behavior to support Syrian refugees in the humanitarian situation (Key partners: MoEW, Ministry of Public Health (MoPH)).

## 3. WASH urban/stabilization interventions

WASH related stabilization projects focused on support to neighborhoods populated by the host and refugee populations and were undertaken separately to the humanitarian response.

The stabilization approach seeks to implement the strategic planning of the Government of Lebanon, however was prepared pre-Syrian crisis and does not consider humanitarian support or support based on vulnerability. UNICEF#s response targets the most vulnerable children through implementing the agreed legislative approach.

Two other components of UNICEF programming fall into the stabilization interventions. UNICEF WASH Section started implementing a WASH in school programming, focusing on the software component while the Education Section implement the hardware component. UNICEF has also been providing equipment and training on Solid Waste Management to municipalities, shifting to encouraging recycling.

### Objectives, Purpose & Expected results:

**Purpose:** UNICEF is commissioning a WASH evaluation to generate substantial knowledge and learning on the results of WASH programme to strengthen UNICEF and National strategies in order to improve national systems capacity, water quality, water supply, sanitation services, and public health behavior in Lebanon. UNICEF will be the primary user of the evaluation report. Ministries, local authorities and implementing partners will be the secondary users.

**Objectives:** The evaluation will explore how WASH Programme has contributed towards improving access to safe water, sanitation and hygiene to host communities and refugee populations in Lebanon.

More specifically, the objectives of the evaluation are to:

- (i) Learn from previous implementation (2013-2015) of humanitarian WASH Programme on the targeted children, women and vulnerable population.
- (ii) Learn from UNICEF#s partnership with Ministries and local authorities addressing WASH vulnerability.
- (iii) Provide specific recommendations on the basis of lessons learned in order to improve planning and implementation for better delivery of results for the most vulnerable. These recommendations will be utilized by UNICEF to feed into future strategies for the Syrian crisis response.

### Purpose and description of assignment and Scope of work:

The scope of the evaluation will focus on the UNICEF Lebanon Country Office WASH Programme component, encompassing the 3 components listed above. The period 2013 to 2015 will be considered as the time frame for the evaluation in all governorates of Lebanon including Akkar, North, Bekaa, Baalbeck/Hermel, Beirut, Mount Lebanon, South and Nabatieh.

#### a. Coverage and level of results

The evaluation will focus on three components of the UNICEF WASH Programme in Lebanon. They represent the totality of WASH UNICEF#s support of vulnerable population.

Ø Strengthen the capacity of water authorities in Lebanon to address WASH vulnerability:

The specific evaluation focus under this outcome is:

Item	Service Description	Quantity	Unit	Unit Price	Price
1-	National and regional capacity are strengthened to implement National Water Sector Strategy (2010) that seeks to stabilize systems for the most disadvantaged groups.				
2-	Data sources are improved to develop national WASH vulnerability and which is used to inform stabilization projects.				
3-	Awareness and response to water scarcity are enhanced to improve sustainable interventions.				

Ø WASH in Emergencies:

The specific evaluation focus under this outcome is:

- 1- Sustainable and gender appropriate access to safe and equitable water is ensured for the target population in sufficient quantities for drinking, cooking, personal and domestic hygiene.
- 2- Access to improved, sustainable, culturally and gender appropriate sanitation services for target population is increased.
- 3- Target populations are aware of key public health risks and are capacitated to adopt good hygiene practices and measures to prevent the deterioration in hygienic conditions and to use and maintain the facilities available.

Ø WASH urban/stabilization interventions:

The specific evaluation focus under this outcome is:

- 1- Sustainable and gender appropriate access to safe and equitable water is ensured for the target population in sufficient quantities for drinking, cooking, personal and domestic hygiene (Water Supply).
- 2- Access to improved, sustainable, culturally and gender appropriate sanitation services for target population is increased (Waste water and Solid Waste).

These 3 components represent the focus of UNICEF and Ministries# work plans over the last 3 years. The evaluation will focus on specific outputs under these main outcomes with further details to assess the coverage, relevance, efficiency, effectiveness, sustainability.

b. Time period covered by the evaluation

The period 2013-2015 will be considered as the time frame for the evaluation.

c. Timing of the evaluation

As highlighted in the objectives of the evaluation, a key strategic utility is for it to feed into future UNICEF and National strategies for the Syrian crisis response

Evaluation questions:

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

1. How effective and efficient was the partnership between UNICEF and National local authorities in delivering results for the most vulnerable children in Lebanon?
  - a. To what extent have UNICEF contributed to the implementation of national strategies and influenced the ministries to consider the most disadvantaged children as priority interventions?
  - b. To what degree does the programme provide evidence to inform decision making on WASH related national policies and plans?
  - c. To what extent does national and local authorities have sufficient capacity to take on tasks without UNICEF support?
  - d. What are the constraints that were identified? What are the actions raised? What are the recommendations that follow?
2. How effective, efficient and appropriate were UNICEF WASH emergency and urban/stabilization interventions?

Item	Service Description	Quantity	Unit	Unit Price	Price
a.	Does the program reach the most vulnerable population in Lebanon?				
b.	To what degree the interventions meet the needs of the communities and users particularly women, children, disabled, vulnerable and deprived populations?				
c.	To what extent has the planned and implemented response reduced WASH related vulnerability?				
d.	To what extent the program has contributed to create sustained local ownership and involved local communities in the decision making process?				
e.	To what extent are the interventions sustainable and reduce vulnerability for future generations?				
f.	To what extent UNICEF established partnerships or coordination with other key actors (e.g. implementing partners, local authorities, other line ministries and other UN agencies conducting complementary interventions) to enhance processes and results, to avoid duplication of intervention, and set a clear description of roles and responsibilities within joint initiatives?				
g.	To what extent has the WASH interventions converged with other programmes lead by UNICEF and contributed to UNICEF global strategy in Lebanon?				
h.	To what extent the WASH programme design and implementation are aligned with UNICEF's renewed focus on equity?				
i.	What are the constraints and gaps that were identified? What are the actions raised? What are the recommendations that follow?				

#### Evaluation Stakeholders

A preliminary mapping of relevant stakeholders of the Wash programme by the 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#. 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

- MEW
- Water Establishment
- Donors
- UNICEF
- UNHCR

#### Low INFLUENCE and Low INTEREST

- Local Communities
- WASH Committees
- Women
- Children (girls and boys)

#### Low INFLUENCE and High INTEREST

- International/national NGOS
- Municipalities (Mayors)
- WASH (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

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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.

#### Management of the evaluation

The evaluation will be managed by a reference group represented by the Monitoring and Evaluation Specialist with support from the WASH sector focal points. The reference group will oversee the timely implementation of the evaluation work plan and provide overall guidance in the management of the evaluation process and will be the main contact point for the evaluation team within UNICEF.

The reference group will also be responsible for approving the inception report and the final report as well as for finalizing the evaluation management response in consultation with the representative.

In addition, UNICEF team will support the coordination of the evaluation, by facilitating the evaluation team and providing necessary assistance, information to effectively support the WASH Programme Evaluation. The Regional Office (RO) will also be invited to comment on the draft deliverables. SPPME together with the Representative and in consultation with Chief of WASH will give final approval for all the deliverable, including inception report, the final evaluation report prior to final payment.

UNICEF team 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 (10 days)

Review background documentation, including reports on WASH programme interventions, policies, guidelines, other WASH evaluations in Lebanon and other countries that have similar context as Lebanon.

##### Phase 2 (20 days)

Develop an inception report including evaluation design and detailed methodology/tools, work plan for data collection, and data analysis outline/framework.

Deliverables: Inception Report submitted to UNICEF Lebanon country office

##### Phase 3 (20 days)

#### Data collection:

Meet/interview/group discussion with relevant key stakeholders and beneficiaries

Deliverables: Interviews and group discussion with key stakeholders conducted in due time.

##### Phase 4

- Perform analysis and produce draft preliminary findings and Produce draft evaluation report

Deliverables: Preliminary findings and draft report available and shared with UNICEF Lebanon country office, regional office and other key stakeholders. (25 days)

- Produce final evaluation report

Deliverable: Final report shared with UNICEF Lebanon Country Office, regional office and other key stakeholders. (15 days).

#### Methodology:

The methodology for this evaluation will mainly be qualitative in gaining insights from range of stakeholders and analyzing available quantitative data and other relevant documents. The overall methodology should be participatory and should ensure that the various social groups including the most marginalized will be reached and

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their voices elicited.

It is expected that the evaluation will use the following methods at a minimum.

-Desk Review of key Programme documents: analysis of data from reports, studies, national

- HH surveys and administrative data from MoEW, Water Establishment, MoPH, MoE and others.
- Key informant interviews with beneficiaries (women, children and adolescents) in Akkar, North, Bekaa, Baalbeck Hermel, Beirut, Mount Lebanon, South and Nabathieh.
- Focus group discussions with communities (women, children, adolescents), in Akkar, North, Bekaa, Baalbeck Hermel, Beirut, Mount Lebanon, South and Nabathieh. 2 to 3 focus group discussions per area with communities and 2 focus group discussion with 2 partners selected by UNICEF and 1 focus group discussion with staff from the ministry (if possible).
- Personal interviews with:
  - One focal point from the water establishment and one from Ministry of Energy and Water in Beirut and the North, South, Bekaa and Beirut/Mount Lebanon.
  - One project manager from 2 biggest partners (NGOs/INGOs) in the North, South, Bekaa and Beirut/Mount Lebanon.

The team can further elaborate these requirements in the inception report as appropriate and needed.

Existing information sources:

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

- UNICEF and MEW work plan
- HHRP 2015
- LCRP strategy and progress reports
- REACH Assessment
- Vulnerability Assessment for Syrian (VaSyr)
- Community Assessment: OCHA/UNICEF/REACH
- Household Survey
- Lebanon Environmental Assessment of the Syrian Conflict & Priority Interventions, September 2014.
- National Water Sector Strategy (2010) and National Wastewater Sector Strategy (2012) with associated Masterplans - Lebanon
- Assessment of Groundwater Resources of Lebanon (2014) # MoE & UNDP
- State and Trends of the Lebanese Environment (2010) # MoE & UNDP

Responsibilities:

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

- Desk review and preparation of the inception report: 30 days
- Data collection: 20 days
- Final report draft submission: 25 days

Final report: 15 days

Reporting requirements:

The team will report to the Monitoring and Evaluation Specialist who will coordinate with the WASH focal person for the evaluation.

The report will be electronically submitted to the Monitoring and Evaluation Specialist

Qualification Requirements:

The staff from the company should have the following qualifications:

- Team Leader(International)



Item	Service Description	Quantity	Unit	Unit Price	Price
	<p>Work Experience and academic qualification:</p> <ul style="list-style-type: none"> <li>· Advanced University degree with preferably at least 8 years of work experience (both international and national) in WASH in both humanitarian and long term solutions;</li> <li>· A minimum of preferably 8 years of practical experience in implementing evaluations;</li> <li>· Qualitative and quantitative methods expertise;</li> <li>· Excellent report writing and analytical skills in English;</li> <li>· Knowledge of Arabic language will be an asset;</li> <li>· Familiarity with UNICEF's programming strategies and organizational culture;</li> <li>· Previous experience in undertaking evaluations for WASH programmes or similar work experience in the Region specifically in Lebanon will be an asset;</li> <li>· Strong inter-personal, teamwork and organizational skills;</li> <li>· Familiarity with information technology, including proficiency in word processing, spreadsheets, and presentation software;</li> </ul> <p>- Overall team requirements</p> <ul style="list-style-type: none"> <li>· University degree in one of the disciplines relevant to the following areas: Public Health, Civil Engineering, Mechanical Engineering, Geology, Hydrology, Sanitation Engineering, or a field relevant to international WASH related development assistance;</li> <li>· Good understanding on the use of evaluation methodologies especially in qualitative method and qualitative data collection;</li> <li>· Previous experience in undertaking evaluations especially for WASH programme is considered an advantage;</li> <li>· Familiarity with UNICEF's programming strategies and organizational culture;</li> <li>· Familiarity with information technology, including proficiency in word processing, spreadsheets, and presentation software;</li> <li>· Fluent in both English and Arabic languages.</li> </ul> <p>Timing/Duration of Contract: 3 months</p> <p>Duty Station: Beirut</p> <p>Administrative issues: Overall, management oversight will be provided by UNICEF The evaluation team is to be based in Lebanon for the entire period of the consultancy</p> <p>Project management: the project will be managed by the SPPME unit of UNICEF.</p>				
	Evaluation of UNICEF WASH Programme	1	PU		



## 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 the Water, Sanitation and Hygiene (WASH) Programme within the UNICEF Country Programme in Lebanon (2013-2015)"

###### 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 for the attention of the Supply Section, UNICEF Lebanon Clemenceau, Gefinor Center, Block D, 4th Floor in sealed envelope, or by email to (lebtender@unicef.org) as specified below.

They must be clearly marked as follows:

\* Outer envelope:

Name of company

RFPS- 9126650

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:-

#### Overall Response

Completeness of response and Understanding of UNICEF requirements (5 points)

#### Overall Experience of Company and Key Personnel Proposed for the assignment

- Proven experience with UN agencies. Familiarity with UNICEF's programming strategies and organizational culture (5 points)
- Preferably a minimum of 8 years of experience in conducting evaluation of humanitarian projects.(10 points)
- Previous experience in undertaking evaluations for WASH programs or similar work experience in the Region specifically in Lebanon. (10 points)

- Proven qualitative and quantitative methods expertise with excellent report writing and analytical skills in English.(10 points)

Proposed Approach

- Adequacy of the evaluation management respecting the time frame and the proposed deliverables (the inception report and final report) to be submitted on time. (15 points)
- Adequacy of the work plan for conducting the evaluation following the methodologies requested and analyzing the findings following the evaluation questions.(15 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 &2
30% of total cost	Upon delivery of deliverables in phase 3
40% of total cost	Upon delivery of deliverable in phase 4

#### 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-2016-91266650 Evaluation of the Water, Sanitation and Hygiene (WASH) Programme within the UNICEF Country Programme in Lebanon (2013-2015)**

**Price proposal**

<b>Estimation of Evaluation Costs</b>			
<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>ADVIRSORY 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

