REQUEST FOR PROPOSAL FOR SERVICES

RFPS-9155189 23 December 2019

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite eligible firm to submit a proposal for:

Professional Development for the Promotion of Gender Equitable Leadership in the Ministry of Education, Youth and Sport (MoEYS)

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: ___________________________ Date: 23 December 2019

SOM Sophanna, Supply and Logistics Associate
(to be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: ssom@unicef.org

Approved by: ___________________________ Date: 23 December 2019

SOK Keang Supply Officer

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REQUEST FOR PROPOSAL FOR SERVICES

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 in writing to the attention of the persons who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS-9155189 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: __________________________
Date: __________________________
Name & Title: __________________________
Company: __________________________
Postal Address: __________________________
Tel/Cell Nos: __________________________
Fax No: __________________________
E-mail address: __________________________
Currency of Proposal: __________________________
Validity of Offer: __________________________
(must be min.120 days)

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 _______
PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. BACKGROUND

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. SOLICITATION

2.1 The purpose of this Request for Proposals for Services (“RFPS”) is to invite proposals for Professional Development for the Promotion of Gender Equitable Leadership in the Ministry of Education, Youth and Sport (MoEYS) as fully detailed in the Terms of Reference attached at Annex B.

2.2 This RFPS document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- The full Terms of Reference attached at Annex B
- Instruction to bidder at annex C

2.3 This RFPS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and nothing in or in connection with this RFPS shall give rise to any liability on the part of UNICEF unless and until a contract is signed by UNICEF and the successful Proposer.

PART II – PROPOSAL SUBMISSION PROCESS

1. PROPOSAL SUBMISSION SCHEDULE

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by EMAIL to SOM Sophanna and Sok Keang at ssom@unicef.org and ksok@unicef.org that they have received this RFPS.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE-NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by EMAIL to SOM Sophanna and Sok Keang at ssom@unicef.org and ksok@unicef.org The deadline for receipt of any questions is COB 15 January 2020.
IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Proposers are required to keep all questions as clear and concise as possible.

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Bid conference. N/A

[1.4/1.5] Submission Deadline. The deadline for submission of proposals is as follows:

Thursday 30, January 2020 by 10:00AM Cambodia local time

Any proposals received by UNICEF after the Submission Deadline will be rejected.

[1.5/1.6] Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals.

2. LANGUAGE

2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in English LANGUAGE. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in English LANGUAGE. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.
3. Validity of Proposals; Modification and Clarifications; Withdrawal

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal or state the changes from the original Proposal.

3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer’s Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

4. Eligibility; Proposer Information

4.1 Proposer. The term “Proposer” refers to those companies that submit a proposal pursuant to this RFPS and “Proposal” refers to all the documents provided by the Proposer in its response to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association.

(a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity will confirm in their joint Proposal that:
they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and

(ii) if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture’s Proposal is the Proposal selected for award, UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.

4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF’s further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

4.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose this previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF’s standard conditions on contracting former and retired members of staff.

5. Preparation of Offer

5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index_procurement_policies.html](http://www.unicef.org/supply/index_procurement_policies.html);
- Review the UNICEF policies publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index_procurement_policies.html](http://www.unicef.org/supply/index_procurement_policies.html). In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel.
and sub-contractors under the UNICEF Policy Prohibiting and Combating Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this RFPS or any other information provided to the Proposers.

5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer’s own risk, and may result in rejection of the Proposer’s Proposal.

5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF’s stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.

5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

5.5 The completed and signed Request for Proposal for Services Form must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Proposals must be clearly marked with the RFPS number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.

5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

5.9 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference for this RFPS.
5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

6. **Proposal Documents; Confidentiality**

6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.

6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Proposers by UNICEF ("RFPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such RFPS Materials to UNICEF, or destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

7. **Multiple Proposals and Proposals from Related Organizations**

7.1 Proposers shall not submit more than one Proposal as part of this RFPS process.

7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:

(a) they have at least one controlling partner, director or shareholder in common; or

(b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
(c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or

(d) they are subcontractors to each other’s Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or

(e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III – AWARD/ADJUDICATION OF PROPOSALS

1. AWARD

1.1 Proposal Evaluation Process. The evaluation is carried out by UNICEF in accordance with UNICEF’s regulations, rules and practices and all determinations are made in UNICEF’s sole discretion.

After opening the Proposals, UNICEF will carry out the following steps in the following order:

- First, each Proposal will be evaluated for compliance with the mandatory requirements of this RFP. Proposals 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 RFP, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

- Second, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFP on the basis of the Proposal evaluation approach set out below.

- Third, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

1.2 Proposal Evaluation Approach.

The evaluation criteria will be split between technical and commercial (price proposal) score. Proposal submitted in response to this RFP should include and will be evaluated against the following:

a) Technical Evaluation
Total Maximum [70] Points

Only Proposals which receive a minimum of [50] points will be considered further.

b) Price Proposal (commercial evaluation)

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 $X = (\text{Max. score for price proposal (}[30]\text{ Points}) \times \text{Price of lowest priced proposal}) / \text{Price of proposal } X$

Total obtainable Technical and Price points: 100

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) be awarded the contract(s).]

UNICEF will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) award the contract(s) to the vendor(s) providing the lowest priced technically compliant Proposal(s).]

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

1.4 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal.

1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the contract(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

2. General Terms And Conditions Of Contract (Services)

2.1 UNICEF’s General Terms and Conditions of Contract (Services) will apply to any contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Services Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.
3.1 UNICEF reserves the following rights:

(a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Proposer’s response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);

(c) to invalidate any Proposal received from a Proposer that, in UNICEF’s sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the contract;

(d) to invalidate any Proposal that, in UNICEF’s sole opinion, fails to meet the requirements and instructions stated in this RFPS;

(e) to suspend negotiations or withdraw an award to a Proposer at any time up until a contract has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this RFPS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV – REQUIREMENTS

1. PRICE AND PAYMENT

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, 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.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to UNICEF’s satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Proposal shall be in [US dollar]. UNICEF will reject any
proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 **Taxes.** Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/raies quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFPS documents.

2. **IMPLEMENTATION**

2.1 **No Reliance.** Except as expressly set out in the RFPS documents, UNICEF will have no obligation to provide any assistance to the contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the Proposer requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Proposal.

2.2 **Sub-contractors.** Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. Further, Proposers must identify in their proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.

2.3 **Experts.** If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the Proposal must not be part of any other Proposer’s Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the RFPS, UNICEF will only consider substitutions
after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. LIQUIDATED DAMAGES

3.1 Liquidated damages. Any contracts awarded in connection with this RFPS will include the following clause on liquidated damages:

“In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF’s option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor’s invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract.”
PART V – PROPOSER REPRESENTATIONS

1. Price – Most Favoured Customer

1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer’s affiliates). If at any time during the term of any contract resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer’s affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fee and related pricing terms under the contract to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. General Representations

By submitting its Proposal in response to this RFPS, the Proposer confirms to UNICEF as at the Submission Deadline:

2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.

2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to,
decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this RFPS and the results of the evaluation process.

3. **Ethical Standards**

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this RFPS, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.

3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this RFPS including the award of the contract to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.

(b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days’ suspension at UNICEF’s sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF’s Policy Prohibiting and Combating Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF’s Policy Prohibiting and Combating Fraud and Corruption.

3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation’s Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer’s participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

3.10 The Proposer confirms that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures.
to promote compliance with such requirements. The Proposer will further cooperate with UNICEF’s implementation of this Policy.

3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this RFPS, including but not limited to the award of the contract and the Proposer’s compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer’s premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.
Annex B

TERMS OF REFERENCE FOR INSTITUTIONAL SERVICES
UNICEF CAMBODIA COUNTRY OFFICE

Title of Consultancy/Works: Professional Development for the Promotion of Gender Equitable Leadership in the Ministry of Education, Youth and Sport (MoEYS)

Requesting Section: Education

1. Background

The Capacity Development Partnership Fund (CDPF) is a long-running partnership between the Ministry of Education, Youth and Sport (MoEYS) in Cambodia, the European Union, the Swedish Embassy, USAID, Global Partnership for Education and UNICEF. The purpose of the CDPF, currently in its third phase, is to support the realization of the two policy priorities identified in Cambodia’s Ministry of Education Youth and Sport’s (MoEYS) Education Strategic Plan 2019-2023 (i) ensure inclusive and equitable quality education and promote lifelong learning opportunities for all; and (ii) ensure effective leadership and management of education staff at all levels. Support provided through the CDPF is focused on the Ministry’s Master Plan on Capacity Development (CDMP), which establishes a plan of action to support realization of these two policy priorities.

In 1995 the international community solidified its commitment to gender equality when 189 countries unanimously adopted an agenda for women’s empowerment known as the Beijing Declaration and the Platform for Action. Implications for gender diversity go beyond social and ethical. Globally, a diverse workforce has been proven to lead to better decision making, increased innovation, and higher rates of employee satisfaction.

Understanding the benefits of a gender inclusive workforce, as well as in consideration of the global agenda for gender equality, the Royal Government of Cambodia and MoEYS have expressed their commitment to gender equality in the education sector through the Gender Mainstreaming Strategic Plan for Education, Capacity Development Master Plan for Education and the Education Strategic Plan.

In light of MoEYS’s commitment to an inclusive workforce and in support of ensuring effective leadership and management of education staff at all levels, CDPF Phase III includes a new strategic outcome specifically targeting the gap in gender equitable leadership. Work implemented under strategic outcome 6 is orientated towards achieving an outcome where organizational and technical leadership is gender-equitable.

Two pillars of programme intervention

CPDF Phase III strategic outcome 6 rests upon two complementary pillars:

i. MoEYS integrating gender equity at an institutional level to the extent to which gender is considered throughout all aspects of planning, human resource policies and implementation;

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(http://www.mckinsey.com/~/media/mckinsey/business%20functions/organization/our%20insights/delivering%20through%20diversity/delivering-through-diversity_full-report.ashx)
and leadership at all levels of the ministry supporting a culture of change to build a more inclusive work environment; and

ii. developing and implementing professional development training opportunities targeted at under-represented gender groups to work towards gender equality within MoEYS.

Creating an environment in which equality is valued and championed as well as ensuring under-represented gender groups have the tools to thrive in that environment are critical to the success of strategic outcome 6. In 2019 MoEYS and UNICEF have begun work on these critical components of gender equality by conducting a gender equality and training needs assessment and subsequent workshop conducted by UNICEF. These activities provided insight into the barriers and opportunities for women’s leadership in education; the staff’s understanding of gender equity in education; as well as identified learning and development needs of women in leadership positions in the education sector.

The gender equality and training needs assessment revealed common areas of professional development in which women leaders within MoEYS feel they need in order to be successful in their careers. Key areas of professional development included information technology (IT), management, leadership, English, communication, and conflict resolution. The assessment also shed light on concerns women within MoEYS have regarding training availability considering responsibilities women in Cambodia have outside of their professions, particularly linked to their family. In addition to professional technical competencies, the importance of creating a women’s professional network within MoEYS was highlighted by participants during workshop roundtable sessions.

2. Purpose and objectives of the consultancy/Contract

The purpose of this assignment is to contribute to the second pillar of CDPF strategic outcome 6 by enhancing the leadership, management and other competencies of current women leaders working at various levels in MoEYS. With the goal of developing a pipeline of women leaders at both the national and subnational levels the objectives of this assignment are to:

- develop and implement a tailored training programme that increases the professional and technical competencies of women in leadership positions in MoEYS;
- guide women leaders in effectively utilizing their professional and technical competencies throughout their professional development;
- foster the creation of a sustainable professional network of women leaders within MoEYS; and
- collaborate with the appropriate entities within MoEYS and the Royal Government of Cambodia (RGC) to work towards sustainability of this and future targeted training programmes for women.

By increasing professional and technical competencies and fostering a sustainable network of women leadership within MoEYS this tailored professional development programme will directly contribute to the CDPF Phase III results framework intermediate outcome of improved participation of women in leadership and management roles in MoEYS.

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2 Appropriate RGC and MoEYS counterparts may include, but are not limited to, MoEYS gender working group and master trainers, the National Institute of Education, the Royal School of Administration and the Ministry of Women's Affairs Department of Gender Equity.
3. Work Assignments/TOR

An external evaluation of CDPF Phases I and II found that although there is growing awareness of the importance of gender equality, participation of women within the education delivery system remains largely at the lower levels and much less in management positions within MoEYS. The same evaluation suggested an opportunity to improve the gender balance in MoEYS staffing was missed when women, who benefitted from short term individual professional development training, did not participate in longer term training interventions that would have greater impact on their career development. Furthermore, international research highlights the importance of networking and role modelling in professional development. With this in mind, the activities of this assignment, outlined below, will be delivered to a cohort of women in leadership positions within MoEYS over the course of two years (2020 and 2021). The most important output of this project will be approximately 70 women in leadership positions within MoEYS at national and sub-national levels who have undertaken tailored professional training and demonstrate enhanced technical and professional competencies in the positions within MoEYS.

The service provider awarded this contract will be expected to collaborate with local, regional and/or international service providers to meet the requirements of all professional development activities. All service providers and instructors are expected to have internationally recognized credentials and utilize proven instruction techniques to ensure that the highest possible quality training courses are developed and delivered.

The scope of work of this assignment is divided into the following components:

1. Develop a training programme tailored for women in leadership position within MoEYS

The contractor will develop a tailored professional training programme for a cohort of MoEYS women leaders. Training courses should be relevant and easily applicable to participants’ professions; be appropriate for individually assessed needs and offered at a range of skill levels (e.g. beginning, intermediate, advanced). The provider will collaborate with appropriate training institutions and gender experts within MoEYS and the RGC to assist with the development of the programme; and to ensure the programme is appropriately contextualized and meets MoEYS needs.

Required conditions:
- The training programme will be developed and tailored for women in leadership positions at national and subnational levels of MoEYS;  
- To the extent possible the training programme should develop case based professional development training programmes;  
- The training programme will be comprised of three subcomponents:
  - **1.1: technical and leadership competencies** training which addresses the following needs: (i) management, (ii) leadership, (iii) conflict resolution, (iv) communication, (v) English language, and (vi) information technology. As part of this component, the

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4 See Annex 1 for designation of participants

5 Information Technology was often referred to as ICT (information communication technology) throughout the initial need's assessment. The contractor will be responsible for assessing what specific skills are desired (e.g. MS Office) and current skill level of the participants.
provider is expected to conduct an individualized gap and needs assessment in order to tailor the training to each participant’s needs and skill levels within each of the technical and leadership competency trainings.

- **1.2:** develop a coaching and mentoring programme which will guide application of the knowledge and competencies gained through the training programme. This component should involve working with participants at the beginning of component 1 on how to most effectively apply their skills and knowledge, both existing and newly gained, as well as periodically scheduled coaching/mentoring sessions throughout the programme.

- **1.3:** a monitoring, evaluation and learning (MEL) plan will be developed which utilizes training performance indicators as proposed by the contractor. The MEL plan will focus on collecting information throughout the program which assists in the development and expansion of future training programs and must be in line with the CDPF Phase III M&E Plan and is in line with the timing of CDPF annual progress reporting. To enable capacity building and maximize learning opportunities the MEL plan must involve MoEYS, in partnership with UNICEF, in monitoring and evaluation activities that take place during programme delivery.

2. Conduct professional development training programme for women leaders within MoEYS

The professional development training programme will be delivered to women in leadership positions. The programme must be delivered in a manner which caters to the needs of working professionals who may not be able to be removed from their professional obligations for extended periods of time. The programme must also take into consideration personal obligations women in leadership positions have outside of their professional duties. All training must be completed by the end of October 2021 for the final programme report to be completed and delivered to UNICEF by the contractor by November 2021.

Required conditions:

- Training programme delivery will be comprised of three subcomponents:
  - **2.1:** Based upon the individualized gaps and needs assessment, the participants must commit to completing at least 3 of the training courses. However, if participant’s professional and personal obligations allow for more than the required commitment, they can undertake and complete all 6 of the courses throughout the life of the programme. In consideration of professional and personal obligations, it is a strong preference that training is accessible, as far as possible, to women leaders at provincial offices of education who may find it difficult to travel to Phnom Penh for extended periods of time. All training courses must be either delivered in Khmer or translation services must be offered if the instructor does not speak Khmer.

  - **2.2:** Utilizing internationally acknowledged techniques, the coaching and mentoring programme should initially begin by working with participants on how best to apply the knowledge gained through the professional development training programme to

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6 The CDPF Phase III M&E plan is currently being finalized.
their work. Coaching and mentoring should continue throughout the duration of the programme by periodically following up with participants to discuss any successes or challenges they have had in applying the skills gained through the professional development programme.

- **2.3:** As part of the monitoring, evaluation, learning (MEL) plan, the contractor should provide quarterly training reports. The technical and leadership competency training and the coaching and mentoring programme outputs should both be included in the quarterly reports. Reports should include all training and coaching and mentoring activities which took place over that period as well as, achievements, challenges, and how the contractor will overcome those challenges. The contractor is responsible for sending one consolidated quarterly training report to UNICEF.

3. **Facilitate networking meetings of participants of the programme**
   In coordination with MoEYS and UNICEF, the contractor will develop and maintain a professional network for the cohort of participants of the professional development training programme. The provider will:
   - Plan networking opportunities and events to take place throughout the two year implementation period of the programme;
   - Beginning at the launch of the programme in January 2020 and ending in October 2021 the networking opportunities and events should take place three times per year, totaling in six over two years;
   - Plan events which are a mixture of professional growth opportunities and networking with fellow women in leadership positions within MoEYS;
   - Provide guidance to programme participants on how best to effectively utilize professional networking in their career development;
   - To the extent possible, promote the involvement of women in senior leadership roles within MoEYS. Particularly any women in leadership roles within the Department of Personnel and the MoEYS gender working groups to listen to the reflections and recommendations from participants. This area of work should encourage and empower participants to create a sustainable professional support network of women within MoEYS;

4. **Visibility and Communications**
   The contractor will be responsible for preparing a visibility and communications plan which is in line with the broader CDPF Phase III visibility and communications plan as outlined in the CDPF Phase III Medium-Term Workplan.

   Required conditions:
   - the plan should cover all aspects of the professional development training programme;
   - the plan should contain consistent branding for this programme and cohort of women leaders to be used in the various outreach activities and networking events;
   - Materials will include joint communication assets such as social media content, photographs, engaging videos and targeted media content highlighting programme results and its impact on improving gender equitable leadership within MoEYS. The materials will particularly focus on the voices and faces of the participants in the programme;
- advocacy moments: The provider should identify at least three advocacy moments to highlight the programme achievements, impact, lessons learned and ways forward. Ideally centered around large networking events, these key advocacy moments will create interaction opportunities for live and online audiences;
- social media outreach and content creation: as part of digital and social media outreach, case studies will be developed, focusing on the challenges professional women in Cambodia and MoEYS face in advancing their careers and the benefits of the professional development programme in helping overcome those challenges. This will showcase the results of activities funded by CDPF, as well as innovations and other programmatic highlights. Content will be made available to all partners of CDPF, for wide dissemination through their respective platforms.

4. Deliverables

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<tr>
<th>Task</th>
<th>Deliverable</th>
<th>Estimate number of working days for each task</th>
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<tr>
<td>1. Inception Report</td>
<td>Detailed approach of up to 10 pages, excluding annexes, for the training programme to be developed that includes: • approach to individualized gaps and needs assessment of participants, • approach to identifying and finalizing high quality service providers, • approach to the coaching and mentoring programme that complements the training component • approach to create networking opportunities that complements the training and coaching/mentoring components, • Monitoring, evaluation, and learning (MEL) plan for the assignment of up to 5 pages (to be included in an annex), including data collection templates that will be used. • Communications and visibility plan for the assignment of up to 5 pages (to be included in an annex), and • Details on the content, including a draft template that will be provided in the quarterly reports to UNICEF • Detailed workplan outlining roles, responsibilities of each provider involved, and timing of training.</td>
<td>1 month from start of the contract (possibly end of February 2020)</td>
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<td>2. Programme development report</td>
<td>Up to 5 pages (excluding annexes) including: • Summary of completed programme development, • all MoEYS personnel involved in programme development and brief description of their role; • results of gaps and needs assessment; • schedule of technical and leadership competency trainings and coaching/mentoring sessions, and; • summary and schedule of professional networking events.</td>
<td>2 months after completion of deliverable #1. (End of April 2020)</td>
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<td>3. Activity report #1</td>
<td>Up to 5 pages (excluding annexes). Activity report must include: • number of participants trained and the areas of technical and leadership competencies participants received training in since programme commencement;</td>
<td>3 months after completion of deliverable #2 (end of July 2020)</td>
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- coaching and mentoring activities conducted since programme commencement;
- monitoring, evaluation, and learning activities conducted and how was MoEYS involved since programme commencement;
- all networking activities since programme commencement;
- achievements and challenges since programme commencement; and
- potential risks and mitigation strategies moving forward.

### 4. Activity report #2 and case study #1

**Activity report requirements:**
Up to 5 pages (excluding annexes). Activity report must include:
- number of participants trained and the areas of technical and leadership competencies participants received training in since last activity report;
- coaching and mentoring activities conducted since last activity report;
- monitoring, evaluation, and learning activities conducted and how was MoEYS involved since last activity report;
- visibility and communications activities since last activity report;
- all networking activities since last activity report;
- achievements and challenges since last activity report; and
- potential risks and mitigation strategies moving forward.

**Case Study requirements:**
As part of the visibility and communications plan, case studies will be developed, focusing on the challenges professional women in Cambodia and MoEYS face in advancing their careers and the benefits of the professional development programme in helping overcome those challenges. This will showcase the results of activities funded by CDPF, as well as innovations and other programmatic highlights. Content will be made available to all partners of CDPF, for wide dissemination through their respective platforms.

### 5. Activity report #3

**Activity report must include:**
- number of participants trained and the areas of technical and leadership competencies participants received training in since last activity report;
- coaching and mentoring activities conducted since last activity report;
- monitoring, evaluation, and learning activities conducted and how was MoEYS involved since last activity report;
- all networking activities since programme commencement;
- achievements and challenges since last activity report; and
- potential risks and mitigation strategies moving forward.

### 6. Activity report #4

**Activity report must include:**
- number of participants trained, and the areas of technical and leadership competencies participants received training in since last activity report;

| 3 months after completion of deliverable #3 (End of October 2020) |
| 3 months after deliverable #4 (End of January 2021) |
| 3 months after deliverable #5 (end of April 2021) |
- coaching and mentoring activities conducted since last activity report;
- monitoring, evaluation, and learning activities conducted and how was MoEYS involved since last activity report;
- all networking activities since programme commencement;
- achievements and challenges since last activity report; and
- potential risks and mitigation strategies moving forward.

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<th>7. Activity report #5 and case study #2</th>
<th>Activity report must include:</th>
<th>3 months after deliverable #6 (end of July 2021)</th>
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<th>8. Activity report #6</th>
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| 9. Final and closing report | Up to 10 pages which serves as a summary report consolidating achievements, challenges, and recommendations for expanding professional development to larger cohorts of women in leadership positions within MoEYS. | 2 months after deliverable #8 (no later than end of December 2021) |

The days indicated above are indicative only and are used for estimation purposes. Fees shall be calculated based on the days offered to complete the assignment and shall be considered the maximum compensation as part of a lump sum contract. No additional fees shall be paid to complete the assignment. Payment will be made upon submission and approval of deliverables and full and satisfactory completion of the assignment.
5. Reporting Requirements

As certain deliverable components of this contract are continuous over a two-year period, ongoing reporting from the consultant will act as a mechanism for payment per the payment schedule and must follow these requirements:

- All reports throughout the contract period must be submitted in MS Word and Adobe PDF formats to allow for comments and editing by UNICEF and contract supervisor. All reports mentioned above need to be submitted first electronically in MS Word format, in English;
- All final reports need to be submitted to UNICEF in MS Word and Adobe PDF formats, in English;
- All presentation material must be submitted first electronically in MS Power Point format, and all final presentations must be submitted in MS Power Point and Adobe PDF formats. The Power Point presentations must be submitted in English;
- All supporting documentation must be provided in annexes including questionnaires, meeting minutes, mission reports, training material, transcription of data collection findings etc.;
- Activity reports and informal check-ins once a month consultation with the contract supervisor to track progress in the implementation of the assignment;
- Travel and DSA (daily subsistence allowance rate) reports must be submitted and verifiable. UNICEF will use DSA reports to monitor transfers and ensure satisfaction of MoEYS participants and ensure.

6. Location and Duration

This assignment is expected to begin in February 2020 and conclude with the final report in December 2021. Professional development activities outlined in the ToR are expected to be carried out as a combination of training in Phnom Penh and in the relevant provinces which have MoEYS participants. The estimated total number of working days is 270 and is subject to change upon agreement on the providers proposed methodology and programme development. While a certain amount of travel for participants is expected, preference will be given to proposals which give consideration to participant obligations outside of MoEYS and understand that long stretches away from home may not be feasible for many participants. The selected provider will be responsible for covering all costs and logistics of all team members, trainers, and MoEYS participants, including DSA (daily subsistence allowance). DSA and travel rates should be based on the UNICEF Education – MoEYS financial manual 2019. Please refer to annex 2. For this reason, it is expected that the proposal will utilize a partnership of local service providers as far as it is possible.

7. Qualifications or Specialized Knowledge/Experience Required

UNICEF requires one lead professional development provider, preferably with experience in human capacity development using gender mainstreaming approaches. Due to the wide range of services this assignment calls for this lead provider may choose to establish a consortium of multiple providers with specialized experience in fields of training specified and professional network building. The lead provider will be responsible for verifying that all the providers involved are suitable to meet the tasks required in this Request for Proposals.

The leading provider must demonstrate:

- at least 10 years of practical experience organizing diverse professional development and individual capacity development programmes in national government institutions;
- preference will be given to experience in professional development for education, women in leadership, and women in government;
- preference will also be given to providers with experience implementing professional development programmes in South East Asia and Cambodia;
- internationally recognized certification for the specific trainings the provider intends on delivering (e.g. TESOL, TEFL, or CELTA for English language trainers or Microsoft Certified Trainer for MS tools etc.);
- experience developing and organizing training for applicants with a wide range of needs and learning levels;
- experience leading and organizing implementation of projects involving multiple partners under one contract;
- previous assignments from similar organizations such as the UN, development banks, or MoEYS;
- preferable if the provider has experience with gender mainstreaming;
- excellent written and verbal communication skills; and
- positive references from clients.

The leading provider must identify a team leader with:
- an advanced university degree in human resource development, education, development studies, business, or related discipline;
- at least 10 years of relevant professional experience;
- preferable if leader has experience in South East Asia. Country context is an asset.
- demonstrated experience managing multiple partners under one contract;

All providers must demonstrate:
- at least 5 years of practical experience with diverse professional development and individual capacity development programmes in national government institutions;
- preference will be given to experience in professional development for education, women in leadership and/or women in government;
- preference will also be given to providers with experience implementing professional development programmes in South East Asia and Cambodia;
- internationally recognized training certifications or qualifications in all areas the provider intends on conducting the professional development needs (e.g. TESOL, TEFL, or CELTA for English language trainers or Microsoft Certified Trainer for MS tools etc.);
- experience developing and organizing training for applicants with a wide range of needs and learning levels;
- previous assignments from similar organizations such as the UN, development banks, and MoEYS;
- preferable if provider has experience with gender mainstreaming; and
- excellent written and verbal communication skills.

All instructors must:
- demonstrate 3 years of delivering training relevant areas of technical and leadership competency skills;
- appropriate certifications and qualifications for the relevant areas they will be training in.... and
- demonstrate experience helping trainees utilize the skills learned during training in their job activities.

8. Evaluation process and methods

1. Contents of technical proposals

The written technical proposal will be in PDF and include the following minimum requirements:

a. Presentation of bidding institution including:
- Name of the lead institution and all other institutions being proposed to meet the needs of this RFP;
- Date and country of registration or incorporation of the lead institution and all other institutions being proposed to meet the needs of this assignment;
- Summary of structure of the lead organization;
- Location of the offices of all institutions involved in the assignment; and
- Number and type of all personnel relevant to the assignment.

b. Description of bidding institution’s experience and capacity in the following areas:
- practical experience in individual professional development and capacity building of individuals in national government institutions;
- experience in professional development for education, women in leadership and/or women in government;
- experience implementing professional development programmes in South East Asia and Cambodia;
- experience developing and organizing training for applicants with a wide range of needs and levels; any experience organizing and working with multiple partners under one contract;
- experience from similar organizations such as the UN, development banks, or MoEYS;
- experience with gender mainstreaming
- Past or current experiences should be listed and include:
  i. Project name, period, location;
  ii. Donor and scale of funding;
  iii. Role of your organization; and
  iv. Training details (training subjects, trainee’s number, target group, training style etc.).

c. Training certificates of relevant personnel.

d. Relevant references of the bidding institution and intended partner institutions (past and on-going assignments) in the past five years. UNICEF may contact reference persons for feedback on the services provided by the bidding institution.

e. Proposed methodology and approach used to meet all the professional development needs required in this assignment and potential constraints for work assignments; while minimizing repeating what is stated in the ToR. There is no minimum or maximum length. If in doubt, ensure sufficient detail.

f. Work plan, which will include as a minimum requirement the following:
- General work-plan; and
- Detailed timetable by activity (it must be consistent with the general work-plan and the financial proposal).

g. Coordination:
- Presentation of how the lead bidder intends to coordinate all institutions, personnel, and participants involved.

h. CV of key personnel.

2. Contents of financial proposal:
The financial proposal must be fully separated from the technical proposal and will include costs in USD and will be free of all taxes. It will contain the following elements:
   a. Overall price proposal; and
   b. Budget by components 1 through 4 as listed in the work assignment and by cost category (incl. personnel costs, training costs per participant, cost of proposed transportation dependent upon training location, DSA, and overhead).

   Note: Financial proposal must include estimate DSA cost for participants. DSA for participants is cost reimbursable based on the actual DSA paid.

3. Evaluation Criteria
A two-stage procedure will be utilized in evaluating the applications received in accordance to the criteria below. The technical proposal will be completed prior to any price proposals are compared. Submitted proposals shall be assessed using a cumulative analysis method. The minimum passing technical proposal score is 50. The Evaluation criteria for selecting the institution is as follows:

<table>
<thead>
<tr>
<th>Technical Evaluation (70 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience of Company/Institution and Key Personnel: 32 points</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
<th>Unit of Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Range and depth of experience with similar projects (reference to similar contracts)</td>
<td>4</td>
<td>- Similar activities (individual capacity development) having been undertaken by the leading provider and all partnering providers involved (4 points)</td>
</tr>
</tbody>
</table>
| 2. Leading institution’s relevant experience, qualifications, and certifications | 10 | - At least 10 years of experience organizing diverse professional development and individual capacity development programs (2 points).  
- Experience implementing projects in a developing country context which involves organizing multiple partners under one contract (1 point).  
- Experience with professional development for education, women in leadership and women in government (1 point).  
- Experience implementing professional development programmes in South East Asia and Cambodia (1 point).  
- Internationally recognized training certifications or qualifications in all areas the provider intends on conducting training (2 points).  
- Previous assignments from similar organizations such as the UN, development banks, or MoEYS (1 point).  
- Experience with gender mainstreaming (1 point).  
- Excellent written and verbal communication skills (1 point). |
| 3. All providers relevant experience, qualifications, and certifications. | 10 | - All institutions have least 5 years of experience with diverse professional development and individual capacity development programs. (2 points).
- Experience in professional development for education, women in leadership and/or women in government
- Experience with professional development for education, women in leadership and women in government (1 point).
- Experience implementing professional development programmes in South East Asia and Cambodia (1 point).
- Internationally recognized training certifications or qualifications in all areas the provider intends on conducting the professional development needs (2 points).
- Previous assignments from similar organizations such as the UN, development banks, or MoEYS (1 point).
- Experience with gender mainstreaming (1 point).
- Excellent written and verbal communication skills (1 point).

| 4. Key personnel for professional development (relevant experience, qualifications, and certifications). | 8 | Team Lead:
- an advanced university degree in human resource development, education, development studies, business, or related discipline (1 point)
- at least 5 years of relevant professional experience (2 points)
- demonstrated experience managing multiple partners under one contract (1 point)

All instructors:
- demonstrate 3 years of delivering training in their areas of technical and leadership competency skills (2 points)
- demonstrate experience helping trainees utilize the skills learned during training in their professional activities (2 points)

**Proposed Methodology and Approach:** 38 points

| 5. Relevance and quality of proposed methodology to address all three activities listed in the work assignment. | 35 | - Relevance and quality of proposed methodology (max 30 points)
- Innovative training techniques incorporated into proposed methodology (max 5 points)

| 6. Potential constraints considered | 3 | - At least 2 considerations outlined (1 points)
- Description of the process and procedures to deal/mitigate these constraints (2 points)

| Sub-Total | 70 | Maximum 70 |
Price Evaluation: 30

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
<th>Unit of Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Proposal</td>
<td>30</td>
<td>The maximum score assigned to the price proposal will be allocated to the lowest priced proposal. All other price proposals receive scores in inverse order.</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>Maximum 100</strong></td>
</tr>
</tbody>
</table>

9. Administrative Issues

Confidentiality: The documents produced during the period of this consultancy will be treated strictly confidential and the rights of distribution and/or publication shall solely reside with UNICEF.

Work Arrangement: The selected institution will be responsible for own workspace and equipment for all team members.

Travel: Travel is expected as part of the assignment. To what extent travel is needed will be determined by the bidding institution’s methodology and selected partners. Bidders shall be required to include the cost of travel in the financial proposal. Furthermore i) travel cost shall be calculated based on economy class travel, regardless of the length of travel and ii) costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC), (iii) in-country travel to complete the assignment must be clearly identified and budgeted in the financial proposal.

10. Project Management/Contract Supervisor and other stakeholders

The organization contracted for this consultancy will work under the supervision of the Chief of Education Section and be managed on a day-to-day basis by the Education Specialist and a UNICEF consultant working for the Capacity Development Partnership Fund. Upon completion of contract assignments, the supervisor will evaluate the consultant’s work, certify relevant documents and process/follow-up on the payments.

Communication shall be done via email and online or virtual (e.g. skype) meeting. Other applications such as WhatsApp, telegram and phone communication shall be used if needed, but not as a preferred option of communication.

11. Payment Schedule (Please link to deliverables to the extent possible):

| Payment #1 for completion of deliverable #1 | 25% of contract value | February 2020 |
| Payment #2 after completion of deliverable #2 | 25% of contract value | March 2020   |
| Payment #3 after completion of deliverables #3 - #5 | 20% of contract value | December 2020 |
| Payment #4 after completion of deliverables #6 - #7 | 20% of contract value | July 2021     |
| Payment #5 after completion of deliverables #8 - #9 | 10% of contract value | December 2021 |
Annex 1

MoEYS Personnel Targets for the Professional Development for the Promotion of Gender Equitable Leadership

The cohort of participants for programme will consist of women in leadership positions at the national and subnational level. The national office participants will be comprised of Deputy Directors of Departments within the central MoEYS Office. There are currently three women Department Directors. They may join some portions of the programme as their time allows. At the subnational level the Provincial Offices of Education (POEs) to be targeted are: Phnom Penh, Kandal, Takeo, Prey Veng and Kampong Cham. The participants at the subnational level will be comprised of women who hold one of the following positions; Director, Deputy Director, Chief of Office, or Vice Chief of Office. In total the number of participants will be 66 women within MoEYS. The breakdown of national and subnational professional levels, and number of participants at those levels, is below7.

<table>
<thead>
<tr>
<th>Office</th>
<th>Position</th>
<th>Number of Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>MoEYS Central Office</td>
<td>Deputy Director of Department</td>
<td>24</td>
</tr>
<tr>
<td>Phnom Penh Provincial Office of Education</td>
<td>Chief of Office</td>
<td>2</td>
</tr>
<tr>
<td>Phnom Penh Provincial Office of Education</td>
<td>Vice Chief of Office</td>
<td>4</td>
</tr>
<tr>
<td>Kandal Provincial Office of Education</td>
<td>Deputy Director</td>
<td>1</td>
</tr>
<tr>
<td>Kandal Provincial Office of Education</td>
<td>Vice Chief of Office</td>
<td>11</td>
</tr>
<tr>
<td>Takeo Provincial Office of Education</td>
<td>Deputy Director</td>
<td>1</td>
</tr>
<tr>
<td>Takeo Provincial Office of Education</td>
<td>Vice Chief of Office</td>
<td>7</td>
</tr>
<tr>
<td>Prey Veng Provincial Office of Education</td>
<td>Chief of Office</td>
<td>3</td>
</tr>
<tr>
<td>Prey Veng Provincial Office of Education</td>
<td>Vice Chief of Office</td>
<td>5</td>
</tr>
<tr>
<td>Kampong Cham Provincial Office of Education</td>
<td>Deputy Director</td>
<td>1</td>
</tr>
<tr>
<td>Kampong Cham Provincial Office of Education</td>
<td>Vice Chief of Office</td>
<td>7</td>
</tr>
</tbody>
</table>

7 These figures are as of December 2018
Annex 2 Daily Subsistence Allowance and Transportation Guidelines

Ministry of Education, Youth and Sport

Capacity Development Partnership Fund (CDPF)

Financial Management Manual

1. Application

The Implementing Partners and service providers must conform to the following cost norms when preparing the related itemized cost estimates for activity implementation.

2. Cost Norms and Conditions

2.1 Training and Provincial Missions

1) Daily Subsistence Allowance (DSA)

<table>
<thead>
<tr>
<th></th>
<th>Harmonized DSA Guidelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Below 20 km: No DSA Allowance</td>
</tr>
<tr>
<td>1.2</td>
<td>&gt;20km-&lt;40km: For day trip - $14 per day</td>
</tr>
<tr>
<td>1.3</td>
<td>&gt;20km-&lt;40km: That requires an overnight stay in hard to travel areas $34 ($14 plus accommodation fee of $20)</td>
</tr>
<tr>
<td>1.4</td>
<td>&gt;40km and overnight stay, the DSA rate is $34/day</td>
</tr>
<tr>
<td>1.5</td>
<td>Return day DSA $14</td>
</tr>
<tr>
<td>1.6</td>
<td>For overseas training/workshop, the UN DSA rate will be applied. Training/Workshop that last longer than 10 working days (consecutively), participants DSA rate will be reduced by 50% on the following days.</td>
</tr>
<tr>
<td>1.7</td>
<td>Returned day DSA for overseas training/workshop will be 40% of full DSA rate</td>
</tr>
</tbody>
</table>

2) Transportation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Use of vehicle (personal or state vehicle) that accommodate at least 4 travellers, programme will provide fuel equal to - $0.10 per Km per vehicle</td>
</tr>
<tr>
<td>2.2</td>
<td>Use of public transportation – participants are entitled to get the travel fee based on the standard travel rate</td>
</tr>
</tbody>
</table>
Annex C
Instruction to Bidder RFP 9155189

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7 should then be followed accordingly.

1.2 The Bid Form/Request for Proposal for Services Form must be signed and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

a) with incorrect (as applicable) postal address,
b) received after the stipulated closing time and date;
c) failure to quote in the currency(ies) stated in the RFP(S);
d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 The Proposal must be sent to UNICEF Cambodia for the attention of Supply & Procurement Section and address 5th floor, Exchange Square, Building 19&20, Street 106, Sangkat Wat Phnom, Phnom Penh, Cambodia.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP(S). Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:
* Outer sealed envelope:
  Name of company
  [RFP(S) NO.]
  [NAME OF UNIT/TEAM AND UNICEF OFFICE ADDRESS]

* Inner sealed envelope - Technical Proposal (1 original in paper work and 1 copy in CD/USB as PDF format): Name of company, RFP(S) number - technical proposal. No price information should be provided in the Technical Proposal.

* Inner sealed envelope - Price Proposal (1 original in paper work): Name of company, RFP(S) number - price proposal

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived, and no Proposal received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org

4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.