REQUEST FOR PROPOSAL FOR SERVICES

RFPS-USA-2014-501965 19 December 2014

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Evaluation of UNICEF’s Humanitarian Response in Syria and the Sub-Region

SEALED proposals should be sent to:

UNICEF HOUSE
Attention: Geeta Dey
Room 1477
RFPS-USA-2014-501965
3 United Nations Plaza
New York, NY 10017  USA

IMPORTANT - ESSENTIAL INFORMATION

The reference RFPS-USA-2014-501965 must be shown on the envelope containing the proposal. Proposals must be sent separately and must not be included in packages containing samples.

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 at the above address by latest 16:00 hours (New York time) on 08 January 2015. Request for Proposal for Services received after the stipulated date and time will be invalidated.

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:

Dalma Rivero
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : drivero@unicef.org

Approved By:

Krishna Belbase
OIC, Evaluation Office

Date: 13 Dec 2014

Date: 12/19/2014
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. RFPS-USA-2014-501965 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____
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<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
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<th>Unit Price</th>
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SPECIAL NOTES

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

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

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

1.0 PROCEDURES AND RULES

1.1. ORGANISATIONAL BACKGROUND

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

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 RFPS

The purpose of this RFPS is to invite proposals for the Evaluation of UNICEF's Humanitarian Response in Syria and the Sub-Region. For details of the Evaluation please refer to the attached Terms of Reference (ToR).

1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

a) Closing date and time for submission of full proposal: 8 January 2015
b) Award Notice: 30 January 2015
c) Signature of contract: 6 February 2015

The above dates are estimated and subject to change.

1.4 RFPS CHANGE POLICY

All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal. Proposal may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risks and disadvantage.
1.5 RFPS RESPONSE FORMAT

Full proposals should be submitted in ENGLISH. It must be received not later than 8 January 2015 by close of business at 4:00 p.m. in two (02) original hard copies duly signed and dated and one (1) electronic PDF version on a memory stick (or CD) of the Technical Proposal and one (1) electronic PDF version on a memory stick (or CD) of the Financial Proposal. Bidders must submit a sealed proposal, with two separate sealed envelopes inside for a) the Technical Proposal and b) the Financial Proposal.

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. They must be clearly marked as follows:

- Outer envelope:
RFPS-USA-2014-501965
UNICEF HOUSE
Attention: Geeta Dey
Room - 1477
3 United Nations Plaza
New York, NY 10017

- Inner envelope - technical proposal: Name of company, RFPS-USA-2014-501965 - technical proposal
- Inner envelope - financial proposal: Name of company, RFPS-USA-2014-501965 - financial proposal

Proposals received in any other manner will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

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.

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 bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in 1.10 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6. BIDDER RESPONSE

1.6.1 Formal submission requirements
The formal submission requirements as outlined in this Request for Proposal 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 criteria mentioned throughout this Request for Proposal 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, especially in its statement of work, terms of reference and paragraph 1.10 of this Request for Proposal. The bidders are free to provide details beyond what is indicated in the TORs. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Financial Proposal
The financial proposal should be as per but not limited to paragraph 1.10 of this Request for Proposal.

1.6.6 Checklist for submission of proposals
Bid form filled in and signed

Envelope for technical proposal:
- Technical proposal
- Technical proposal does not contain prices
- Envelope is sealed
- Envelope is marked as follows:
Name of company, RFPS-USA-2014-501965 - technical proposal

Envelope for financial proposal:
- Financial proposal
- Envelope is sealed
- Envelope is marked as follows:
Name of company, RFPS-USA-2014-501965 - financial proposal

1 outer enveloped:
- Containing bid form, envelope for technical proposal, and envelope for financial proposal
- Envelope is sealed
- Envelope is marked as indicated under 1.5 of this RFPS

1.7 CONFIDENTIAL INFORMATION
Information, which the bidder 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 Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether bidder's proposal meets the requirements stated in this Request for Proposal for Services. Specifically, UNICEF reserves the right to:
- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data from the bidder(s);
- arrange interviews with the bidder(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);
- contact any number of candidates as required to achieve the overall evaluation objectives.

1.9 PROPOSAL OPENING

Due to the nature of this RFPS, there will be no public opening of proposals.

1.10 EVALUATION OF THE PROPOSAL

After the opening, 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 a selection panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee as appropriate.

The selection 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 which comply with the stated mandatory criteria will be evaluated in accordance with the technical evaluation criteria and according to the relative weight that UNICEF ascribes to each criterion. For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 70%. Proposals not meeting this minimum score will be considered technically non-compliant and will be given no further consideration.

The proposals will be evaluated against the following:

Criteria

1.10.1. General Technical Evaluation Criteria with (25%) weighting:

- Technical proposal should emphasize the conceptual thinking and methods proposed for the evaluation, and minimize repeating information stated in the terms of reference.
- There is no minimum or maximum length for the technical proposal. However, sufficient detail and clarity are required.
- If the technical proposal indicates the need to hire local researchers or other institutions, the level of effort for such additional inputs should be clearly identifiable in the proposal. Furthermore, the experience of the organization in locating and supervising local teams must be described.
- Bidders may be asked to provide additional information at the proposal assessment stage.

1.10.2. Specific Technical Evaluation Criteria with (45%) weighting:

- Presentation of a work plan in six phases, with details on the overall design and data gathering methods to be used.
- Details of team members’ relevant qualifications and the basic information about the organization submitting the bid.
- The proposal should stipulate the level of effort to be committed by the different team members
in each phase of the evaluation. That same information should feature in the financial proposal, associated cost data.
- The intended participation of any former UNICEF staff.
- The level of effort for all team members in both the technical (without price) and financial proposals (with costs).
- The presence of any local researchers or others not normally full time members of the bidding organization, with a description of how they will be engaged and supervised.
- Requirements and/or assurances (e.g. non-use of child labor) that must also accompany the submission package.

1.10.3. Financial Proposal with 30% weighting:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the technical criteria indicated in (1.10.1) and (1.10.2) above.

All prices and costs should be presented in US Dollars. The budget should be presented in three categories: personnel costs, project costs, and overhead costs; details are presented below. Sub-headings within the categories may be done at bidder's discretion.

Personnel Costs: These should include classification (i.e. job title/function) and rates for team members; duration of work for each. This information may be contained within a table showing expected level of effort per team member, by project phase. The level of effort must be visible in both the technical and the financial proposals, albeit without associated cost in the technical proposal. If it is proposed to hire local researchers or other affiliated institutions, the costs and level of effort must be specifically identifiable in the proposal.

Project costs: These should include cost of travel, including subsistence allowances, travel by air, train, road, etc., telecommunication and miscellaneous expenses. For bidding purposes, bidders will presume five destinations (New York; Jordan; Lebanon; Syria and Turkey; details provided in ToR), for travel, local research etc costs. Travel to selected destinations may be on a cost-reimbursable basis. This is the sole budget component that will be charged this way; other elements will be firm-fixed price.

Overhead costs: General and administrative costs should include institutional overhead and fee/profit over and above personnel & project costs.

The cost proposal must include detailed item-wise quotations, based on the terms of reference and other relevant documents. Travel costs and subsistence rates (lodging, food, local transport, and incidentals) will be based on the lower of the rates proposed by the bidder or the official and prevailing United Nations rates. Bidders are encouraged to submit economical travel and subsistence costs. If information on prevailing UN rates is required, please submit a question as described in the RFP guidelines.

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 bidder 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 all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution.
Bidders 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 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Special and General Terms and conditions are attached and will form part of any contract resulting from this RFPS.

1.14 FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restraints or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

1.15 PAYMENT TERMS

Payment will be made only upon UNICEF’s acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be affected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.

2.0 STATEMENT OF WORK

2.1 BACKGROUND

2.1.1. Starting from non-violent protests in February 2011, the crisis in Syria accelerated into an all-out conflict inflicting untold suffering and hardship on civilian populations, resulting in 6.65 million children living in dire conditions. Spiralling levels of violence and displacement to this day continue to tear apart the fabric of Syrian society, creating one of the largest refugee crises in recent years. The refugee dimension of the crisis is placing countries in the region - and vulnerable host communities - under such stress that their situation may become politically and socially unsustainable. The political challenges faced locally have changed and evolved, while the security situation is under constant flux. This environment is impacting the implementation challenges and conditions faced by humanitarian organizations assisting the local population. The Syria CALL portal presents a crisis timeline, situation analysis and other information relevant to this crisis.

2.1.2. As of October 2014, the United Nations (UN) estimated that more than eleven million people inside Syria were in need of humanitarian assistance, including 5.1 million children. A further 1.55 million children require assistance across the sub-region. Approximately 6.4 million people have been displaced inside Syria, with more than a third of all Syrian children no longer living in their own homes and communities. Conservative figures from the UN meanwhile estimate that over 191,000 people have lost their lives in the conflict. With at least 10,000 children killed in Syria since 2011, child casualty rates are the highest recorded in any recent conflict in the region.

2.1.3. Since 2011 more than 3 million Syrians have left their homes to become refugees in neighbouring countries. This number continues to rise. Some are stranded at the border, while those who are able to cross face multiple hardships, from coping with harsh refugee camp environments, through finding a way to settle in already under-resourced host communities. Syria's regional neighbours have made tremendous efforts to accept the flood of refugees. Yet, in these countries the influx has pushed up demand for already scarce supplies and resources, such as increased competition for livelihoods and access to basic social services, including places in school.
2.1.4. In response to the deteriorating crisis in Syria and the sub-region, UNICEF mounted a complex and costly response operation, taking into account the middle-income context of the affected countries and the exponentially growing scale of needs. Since 2012, UNICEF has appealed for nearly US$ 1.36 billion in total for the Syria Crisis (US$ 765 million for 2014 alone, which was more than one third of UNICEF’s 2014 annual global Humanitarian Action for Children appeal). Against the appeal since 2012, UNICEF has received a total of US$ 965 million for the Syria crisis as of September 2014. UNICEF’s response now encompasses six country offices - Syria, Lebanon, Jordan, Iraq, Turkey and Egypt - and coordination between two regional offices - Middle East and North Africa (MENA), and Central and Eastern Europe and the Commonwealth of Independent States (CEE/CIS). The situation reports that include updated funding status and other relevant information can be found on UNICEF Website.

2.1.5. The crisis has been the focus of organization-wide support from January 2013 onward with the declaration of Level 3 (L3) Corporate Emergency Activation Procedures (CEAP). A massive effort was made to scale up UNICEF’s operational and programmatic support. The pre-emergency profile of small upstream-focused country offices was radically changed to meet the needs of large scale emergency-oriented programmes; with the necessary increase in the volume of country office staff, where some countries had to expand more than 300 per cent in less than two years. This scale up facilitated cooperation and support in entirely new areas of programming and the opening of new field sub-offices to support children located in hard to reach areas.

2.1.6. With the Syria crisis now well into its fourth year, UNICEF requires an independent evaluation of its Humanitarian Response to the Syria Crisis, including the response in the Sub-Region, to advance organizational learning and accountability. A scoping mission and preliminary consultations conducted on behalf of the UNICEF Evaluation Office in September 2014 informed the preparation of these Terms of Reference (ToR). The results of the interviews and the preliminary desk review conducted during this scoping phase will be made available to the evaluators to minimise duplication of effort and provide an indication as to which lines of enquiry are most significant and relevant in pursuing the objectives of the evaluation.

2.1.7. It is recognized that UNICEF teams and their partners are continuing to provide assistance under very difficult circumstances. In undertaking the evaluation, every effort should be made to use existing sources of information and to minimise demands on staff and partners while undertaking sufficient consultations to allow a systematic and coherent approach.

For additional information, please refer to the attached ToR.

2.2 EXPECTED OUTPUTS AND RESULTS

The evaluation will be conducted in phases as follows:

Phase 1: Scoping Phase (September/October 2014)
The scoping phase of the evaluation has already been completed. This involved consultations with key internal and external stakeholders in the sub-region and at headquarters level concerning the purpose and essential elements of the evaluation, together with a preliminary desk review of the availability of relevant data and documentary evidence.

Phase 2: Inception Phase (February/March 2015)
Given the work already done in the scoping phase, it is envisaged that the inception phase of the evaluation will not involve a separate mission to the region, but a mission to New York will be required. The purpose of the inception phase is to enable the evaluation team and UNICEF to reach a common understanding as to the nature of the task, the questions to be addressed, the sources and methods to be used, and the outputs to be delivered. It will also enable the evaluation team to undertake initial consultations with key informants, and also to review the
available data and documentary material, including material generated in the scoping phase.

The Inception Report, a draft of which will be circulated for comment internally, will form the mutually agreed basis for conducting the evaluation. It should include an evaluation matrix, detailing the questions to be asked together with related indicators and likely sources of verification.

UNICEF will be responsible for providing all of the relevant documentation, including strategy documents, situation and monitoring reports, needs assessment reports, lessons learned exercises, timelines of key decisions and main contact lists of key informants in the Country Offices, the Regional Offices and at headquarter level. Other documents will be made available on request of evaluators through the course of the evaluation. During the inception phase, a detailed stakeholder analysis; tools that will be used for additional data gathering and analysis; and detailed methodological approach should be documented and provided as an annex to the Inception Report.

The Inception Phase will require a visit by the Team Leader and (as appropriate) other members of the team to UNICEF headquarters in New York, for briefing and initial consultations. During this phase, phone consultations and other preparatory communications with the Amman (Middle East and North Africa Regional Office (RO)), Geneva (CEE/CIS RO and EMOPS), New York (EMOPS, PD, EO, etc.) and Copenhagen (Supply Division) and other regional offices will be undertaken.

The main output from this phase will be (i) an Inception Report with annexes indicated below, (ii) a short (two-page) evaluation brief, summarising the purpose, key questions and process for the evaluation, for sharing with internal and external stakeholders. A full bibliography of key documents reviewed for the inception phase is to be provided as an annex to the Inception Report. Where the documents are used to provide secondary data, the source should be clearly noted.

Phase 3: First field mission, data gathering and preliminary briefings (March/April 2015)
This is the main data-gathering phase. The timing, schedule and itinerary should be agreed with the Regional Offices and Country Offices, which will facilitate the mission as appropriate. It is envisaged that the field component should commence in the third week of March and last for around four weeks. Based primarily on key informant interviews, direct observation and documentary review, the team should by the end of this phase have produced a preliminary briefing report for discussion with UNICEF staff. The purpose of this is two-fold: (i) to feed into relevant strategic planning and policy review processes (mid-year reviews etc.), and (ii) to provide an initial basis for validation of findings to be followed up in Phase 4.

Prior to the writing of the preliminary briefing report, a presentation from Amman on the initial findings should be given to the two Regional Offices and selected stakeholders. It is envisaged that a discussion of these initial findings with UNICEF staff in the sub-region should help inform the writing of the preliminary briefing report.

The main output from this phase will be (i) a presentation on the preliminary briefing from the first field mission; and (ii) a preliminary briefing report.

Phase 4: Second field mission, validation of findings and production of first draft report (May 2015)
This phase is intended to allow time for more detailed follow up on key areas of the evaluation, cross-checking and validation of the provisional analysis from Phase 3, and filling of gaps in documentation, key informant interviews and other consultations. Further field visits are envisaged during this phase, on a basis to be agreed with the regional and country offices concerned. This phase should also allow time for conducting and analysing the results of a
beneficiary survey (or multiple surveys) on relevant aspects of the UNICEF response, if this forms part of the agreed methodology. In the inception phase the details of beneficiary surveys will be decided upon. The rapid beneficiary survey undertaken as part of the evaluation of the UNICEF response to the Typhoon Haiyan emergency in the Philippines can be used as a model.

The main output from this phase will be a first full and complete draft of the evaluation report, including all annexes, as a basis for consultation.

Phase 5: Consultation on draft report, revision and production of final report (June/July 2015)
This phase allows for full consultation with internal stakeholders on the draft report. Two main rounds of consultation and revision are envisaged (second draft, third draft) plus a more limited consultation on the final draft.

The main output from this phase is the production of a final evaluation report that takes due account of feedback given during the consultation phase. The consultants will be responsible for compiling feedback in the form of a comments matrix for each round of consultation.

Phase 6: Dissemination (July 2015 onwards)
It is envisaged that a final visit to the sub-region will be scheduled to communicate the findings, conclusions and recommendations of the evaluation, to facilitate strategic reflection on the response and discuss uptake of lessons learned and recommendations. One or more facilitated, participatory workshops would be conducted with staff from the Regional Offices and Country Offices, potentially also including UNICEF’s key partners. This is subject to further discussion with the Regional Offices and Country Offices at the inception phase and later stages of the evaluation.

2.3 EXPECTED DELIVERABLES

The main deliverables and proposed related dates are as follows:

A. Inception Report (including a two-page evaluation brief)
The Inception Report should be no longer than 12,000 words, not including annexes.

Due dates:
(i) First Draft by 27 February 2015 (for draft Inception Report and two-page evaluation brief)
(ii) Comments given by 9 March 2015
(iii) Inception Report finalized by 13 March 2015

B. Initial Findings Presentation; Preliminary Findings Report
Preparation for the field mission is to take place from 16 March - 10 April. Clearance from UNICEF Evaluation Office is needed before field mission can start. The Preliminary Findings Report should be no longer than 5,000 words.

Due dates:
(i) Initial Findings Presentation by 10 April 2015
(ii) Preliminary Findings Report by 30 April 2015

C. Evaluation Report
The Evaluation Report should be no longer than 15,000 words, not including Annexes, and should include an executive summary of no more than 2,500 words.

Due dates:
(i) First full draft by 29 May 2015
(ii) Second draft by 19 June 2015
(iii) Third draft by 3 July 2015  
(iv) Final draft by 17 July 2015  

2.4 MANAGEMENT OF THE TASKS

The UNICEF Evaluation Office will manage the evaluation, in close collaboration with the Country Offices, Regional Offices, the Office of Emergency Operations (EMOPS), Programme Division, and other Divisions and Offices concerned with the Syria crisis. A Senior Evaluation Specialist, supported by an Evaluation Specialist, will manage the evaluation process from start to finish, under the guidance of the UNICEF Director of Evaluation. The Evaluation Office will commission a team of external consultants to undertake the evaluation (see section eight below for details).

2.4.2. A Reference Group will be established at the outset of the evaluation to ensure relevance, accuracy and credibility and therefore utility of the exercise. The Reference Group will serve in an advisory capacity and its main responsibility will be to provide feedback on the main evaluation deliverables. The Reference Group will be chaired by the Evaluation Office Director, with membership composed of members of the Emergency Management Team. A ToR outlining the roles and responsibilities of the Reference Group has been developed and can be shared upon request.

2.4.3. UNICEF Regional Offices and Country Offices will be kept informed of the evaluation progress on a regular basis, and they will be invited to the participatory workshops at the end of the evaluation process. A webpage on the UNICEF Syria Evaluation Team site will be set up for the evaluation to post regular updates, promote communication and ensure transparency.

2.5 QUALIFICATIONS

An evaluation team of between 7 and 8 people is envisaged. This would be made up as follows:

Team Leader responsible for the overall delivery of the evaluation according to the ToR and Inception Report. This person will have a minimum of 15 years’ experience of working in the humanitarian sector, including previous experience of leading major, multi-disciplinary evaluations. S/he should be conversant with UNICEF, its mission and working methodologies, and should have an in depth knowledge of the international humanitarian system. By preference s/he should have previous experience of managing humanitarian operations or have led major humanitarian evaluations. S/he will have primary responsibility for producing/compiling/editing/writing of the evaluation reports and deliverables indicated in this ToR.

Evaluation Specialists (5 to 6) each with at least 10 years’ experience of working in the humanitarian sector, together with substantial evaluation experience. The team needs to cover between them a number of areas of sectoral expertise: WASH, Health, Education, Child Protection, operational support (including HR, logistics, procurement, supplies and ICT) and Financial/Risk management. One team member should have strong supply chain management background that includes logistical support.

2.6 DURATION OF THE CONTRACT

February to July 2015.

3. BIDDER’S RESPONSE

To establish your qualifications, please provide the following in your response:
3.1 Technical Proposal. Details provided under 1.10 above.

3.2 Financial proposal (to be submitted under separate cover) Details provided under 1.10 above.

3.3. Certificate of incorporation. (When being submitted by a company, alternatively a group of three consultants composed of a senior team leader, a mid-level consultant, and a data analyst may be considered. But, the team leader should put together this team and submit the proposal under one submission.)

3.4. Copy of the latest audited financial statements. (When being submitted by a company).

The currency of the proposal shall be in US Dollar. Invoicing will be in the currency of the proposal. The bidder 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.

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.
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 and 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.
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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 fulfill its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

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

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

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 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,
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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 to either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

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

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

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

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

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

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

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

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

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

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

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