

## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2016-9124433

24 March 2016

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

ASSESSMENT ON AFFORDABILITY OF WASH SERVICES AT ASHAIMAN, HO & TAMALE METROPOLIS

REQUEST FOR PROPOSAL SUBMISSION BY 18<sup>th</sup> APRIL 2016 10:00 am

SHOULD STRICTLY BE SENT INDICATING RFP No: 9124433  
AND PLACED INTO THE TENDER BOX (RECEPTION AREA) AT:

UNICEF OFFICE,  
4-8TH RANGOON CLOSE,  
CANTONMENTS  
ACCRA-NORTH  
GHANA

COMPANY NAMES MUST NOT BE SHOWN ON THE ENVELOPES

IMPORTANT - ESSENTIAL INFORMATION

Bidders are required to submit Technical & Financial proposals in TWO (2) separate envelopes, duly sealed.

Both Envelopes must indicate Date and Time of Bid receipt.

The reference 9124433 must be shown on both the envelopes containing the Technical Proposal and the Financial Proposal. The bid form must be used when replying to this request for proposal.

Due to the nature of this RFP, there will be no public opening of proposals.  
Proposals received after the stipulated date and time will be invalidated.

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

For Additional Technical Information/Queries on Request for Proposal (RFP)

Contact: Kinley Penjor kpenjor@hotmail.com  
Korama Ocran kocran@unicef.org



THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



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Date: 24/03/16

Horatio Larley

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

Email : [hlartey@unicef.org](mailto:hlartey@unicef.org)

Approved By:



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Date: 24/3/16

Mohindra Kumar



**REQUEST FOR PROPOSAL FOR SERVICES FORM**

This FORM must be completed, signed and returned to UNICEF.  
Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

**TERMS AND CONDITIONS OF CONTRACT**

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

**INFORMATION**

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2016-9124433** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: \_\_\_\_\_

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

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_ Other \_\_\_\_\_

| Item | Service Description  | Quantity | Unit | Unit Price | Price |
|------|--|----------|------|------------|-------|
| 10   | ASSESSMENT OF AFFORDABILITY OF WASH SERV   |          |      |            |       |
|      | ASSESSMENT ON AFFORDABILITY OF WASH SERVICES AT ASHAIMAN, HO & TAMALE METROPOLIS |          |      |            |       |
|      | ASSESSMENT ON AFFORDABILITY OF WASH SERV   | 1        | PU   |            |       |

SPECIAL NOTES

18th

REQUEST FOR PROPOSAL SUBMISSION BY 11th APRIL 2016 10:00 am SHOULD STRICTLY BE SENT WITH RFP No: 9124433 AND PLACED INTO

THE TENDER BOX (RECEPTION AREA) AT:  
UNICEF OFFICE,  
4-8TH RANGOON CLOSE,  
CANTONMENTS  
ACCRA-NORTH  
GHANA

COMPANY NAMES MUST NOT BE SHOWN ON THE ENVELOPES

STATEMENT OF WORK & EVALUATION CRITERIA (SEE ATTACHED)

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.

1.2 Closing date and time for submission of full proposal: 10:00 am on 18th APRIL 2016

1.4 RFP Responses Format Outer envelope:

RFP number: 9124433

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 RFP, 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 (i.e. must/have to/shall/should) 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. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to 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

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

, RFP number - technical proposal

Envelope for price proposal

- o Price proposal
- o Envelope is sealed
- o Envelope is marked as follows:

, RFP number - price proposal

1 outer enveloped



- o Containing bid form, envelope for technical proposal, and envelope for price proposal
- o Envelope is sealed
- o Envelope is marked as follows

RFP number  
UNICEF                      Address

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 her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the 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);
- Contract any number of candidates as required to achieve the overall evaluation objectives.

1.9                      PROPOSAL OPENING

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

1.10                     PROPOSAL EVALUATION

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 an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. 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 RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

1.2 Experience of Company and Key Personnel

The proposal obtaining the overall highest score after adding the scores for the technical and price proposals will be considered as the proposal that offers best value for money.

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

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

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

For local Companies the currency of the proposal shall be in Ghana Cedis. Invoicing will be in the currency of the proposal. For all foreign entity without any local presence the currency could be either Ghana Cedis or in USD. Please note when quoting in USD whereby companies would require for Bank Transfer to be made outside Ghana, all bank charges would be borne by the company. 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.

1.11 PROPERTY OF UNICEF Contractual Terms and Conditions  
Contractual Terms and Conditions##

Include Qualifications or specialized knowledge/experience required

3. BIDDER#S RESPONSE

To establish your qualifications, please provide the following in your response:

4. Technical Proposal

Proposed Methodology and Approach (as outlined in TOR)

Detailed Timeframe:

Experience of Company and Key Personnel, including CVs of key personnel. Please attaché Gantt chart of activity with time line.

5. Price Proposal  
Please provide detail budget.

**D. GENERAL PROVISIONS**

**1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY**

In the event that the Contractor offers a lower price to the General Services Administration (GSA) of the federal government of the United States of America for similar services, UNICEF shall be entitled to same lower price. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

**2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES**

2.1 UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

**3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION**

3.1 By submitting an offer the proposers certify that UNICEF, for Contracts resulting from this Request for Proposal for Services, is not being charged more than other clients for similar services and similar quantities and within similar circumstances.

**4.0 LIQUIDATED DAMAGES**

4.1 For late delivery of items/services or for items/services which do not meet UNICEF's specifications/requirements and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful proposer, and deduct 0.5% of the value of the items/services pursuant to a Institutional/Corporate Contract, per additional day of delay, up to a maximum of 10% of the value of the Institutional/Corporate Contract. The payment or deduction of such liquidated damages shall not relieve the successful proposer from any of its other obligations or liabilities pursuant to any Institutional/Corporate Contract.

**5.0 ORDER OF PRECEDENCE**

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts to this RFPS shall apply to any resulting LTAS and/or Institutional/Corporate Contracts. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) UNICEF General Terms and Conditions for Institutional/Corporate Contracts;
- (b) LTAS/Institutional/Corporate Contract.

**6.0 UNETHICAL BEHAVIOUR**

6.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF suppliers / contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

**7.0 CORRUPT AND FRAUDULENT PRACTICES**

7.1 UNICEF requires that all suppliers / contractors associated with this Institutional/Corporate Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) 'corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

## **8.0 GUIDELINES ON GIFTS AND HOSPITALITY**

8.1 Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

## **9.0 POST-EMPLOYMENT RESTRICTIONS**

9.1 The United Nations (UN) has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15.

9.2 For a period of one year following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from seeking or accepting employment with, or otherwise accepting any form of compensation or financial benefit from, any UN contractor or vendor of goods and services, regardless of location, which conducts business with the UN or seeks to do so and with whom such staff members have been personally involved in the procurement process during the last three years of service with the UN.

9.3 For a period of two years following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from knowingly communicating with, or appearing before, any staff member or unit of the UN on behalf of any third party on any particular matters that were under their official responsibility relating to the procurement process during the last three years of their service with the UN.

9.4 The United Nations respectfully requests all contractors and vendors to adhere to these regulations. Any UN contractor or vendor who offers employment, hires or otherwise compensates staff members in violation of the provisions of the bulletin may be subject to having its registration as a qualified vendor with the UN barred, suspended or terminated, in accordance with UN procurement policies and procedures.

## **10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION**

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

### 1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

### 2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

### 3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

### 4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

### 5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### 6. LEGAL STATUS.

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

### 7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

### 8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### 9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors

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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 by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### 23. PRIVILEGES AND IMMUNITIES

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



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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.



## **TERMS OF REFERENCE**

### **1. Background**

Ghana is enjoying significant growth in terms of economic development. However, progress in terms of sanitation has not been commensurate with growth. Access to improved sanitation facilities at household level is only about 15% as compared to the national target of 54%. This is seriously impinging target 7c: access to improved sanitation of the Millennium Development Goals (MDGs). The Government of Ghana (GoG) together with development partners is making headway in addressing challenges faced in rural sanitations. Significant to such progress is the development of a clear rural sanitation strategy, complimenting policies and guidelines. In contrast, urban sanitation interventions have been rather piecemeal, without a concerted national strategy. Consequently, development in urban centres/small towns has been haphazard, affecting the general population at large and urban poor the most.

To counter such concerns, a national urban strategy is being developed to address sanitation particularly in urban slums, communities and schools. UNICEF Ghana has received funding from the Government of the Netherlands as part of the Ghana Netherlands WASH Programme (GNWP) to support the Government of Ghana (GoG) to develop and implement a national urban strategy under the urban sanitation project titled '*Improving Sanitation Access in Urban Ghana*'. The urban sanitation strategy will address aspects such as: sanitation behaviour change and demand generation; school WASH; appropriate, low-cost sanitation and waste water treatment technology options; sanitation marketing; financing mechanisms; regulation; supply chains and business development. The project is being implemented in the Ashaiman, Ho and Tamale Municipal and Metropolitan Assemblies (MMAs).

The Urban Sanitation Project is one of several projects under the GoG-UNICEF WASH Programme (2012-2016).

The GoG-UNICEF WASH programme was established within the framework of the Ghana Shared Growth and Development Agenda (GSGDA) and aligns with targets set under the National Environmental Sanitation Strategic Action Plan (NESSAP) and the Water Sector Strategic Development Plan (SSDP).

### **2. Justification/objective**

A previous study on Sanitation Technology Assessment (Trend, 2015) in rural areas indicated that the high cost of sanitation products and construction costs are key factors hindering progress in access to sanitation. Other studies that tried to assess gaps in sanitation and business development are Sanitation Supply Chain and Business Development (CDC Consult, 2014), Sanitation Business Solutions and Micro-Finance (CDC Consult, 2014), Sanitation Market Demand (CDC Consult, 2012) and Sustainable Financing (Duke& Duke, 2014). The reports are available at the UNICEF office in Accra. While these studies assessed income and expenditure at household level, and availability of business opportunities, none showed clearly how much households could realistically pay for sanitation products and related services<sup>1</sup>. Also, the studies do not help to

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<sup>1</sup> Sanitation product and service refers to one or a combination of (1) constructing a toilet (2) buying a ready-made toilet(pre-fab) (3) septic tank emptying service (4) getting connected to a sewer network (5) financing for WASH facilities



understand whether products and services are priced based on affordability and/or willingness to pay by households. None of the studies were carried out in any of the urban sanitation project areas namely, Ashaiman, Ho and Tamale.

Sanitation is typically rated low priority amongst low-income groups, and consequently their willingness to pay for sanitation products and services is also likely to be low. A simple analysis of income and expenditure for medium and lower income brackets based on the Ghana Living Standard Survey Round 6 (GLSS6) and other reports, indicate difficulties in accessing services such as emptying. This is consistent with the evidence of open dumping at night or tank breaking for emptying.

The objectives of the study are:

1. To ascertain current levels of household expenditure on water and sanitation and to realistically ascertain how much people from various income brackets<sup>2</sup> are able and willing to pay for sanitation products and services.
2. To assess differences between ability and willingness to pay, and product and service prices. The assessment will also cover public toilets as a service for the purpose of cost comparisons,
3. To assess availability of relevant financing schemes and sanitation service providers in the target MMAs.
4. To identify the drivers for the differences (if any) between willingness and ability to pay for sanitation products and services.
5. To develop a series of case studies (considering income & expenditure profiles, priority, affordability, and willingness to pay for improved services) for each income bracket in the three MMDAs,

An institution (Institutional contract) is deemed appropriate to carry out this assessment.

### 3. Research Scope and Focus; Existing Information Sources

Assessment area: The assessment will be carried out in urban and peri-urban areas of the three MMAs namely, Ashaiman, Ho and Tamale, strategically selected to reflect diversity in geography, ethnicity and religion.

Scope & Focus:

The objective of this study is to determine the affordability range for sanitation products and services in the three targeted MMAs. The study aims to determine how many households fall within different wealth brackets and establish an affordability range for sanitation products for each category of households. In doing so, the researcher should also explore the willingness and ability to pay for the different types of services.

Specifically, the scope of the study should include:

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1. Using census data and projections, the consultant should determine a statistically significant sample representative of each wealth quintile in each MMA. The GLSS6 income brackets could be used for the assessment. However, its applicability might be limited in certain areas of the study, particularly in slums, given spread of income in GLSS6. The study intends to explore more on lower income bracket, hence, the study could explore to use better income bracket that can capture income.
2. From this sample of households, the consultant will collect information to determine monthly and yearly<sup>3</sup> household income and expenditure, including water and sanitation.
3. For each quintile, and looking at their current levels of expenditure in water and sanitation services, the consultant will use the collected information to determine a realistic affordability range. This should be done drawing upon international experience in the sector.
4. In addition, a case study will be carried out for each wealth bracket from each MMDAs with the aim to provide additional insights and understanding of how much households are willing and able to pay for sanitation products and services.
5. In addition, the consultant is also expected to:
  - Identify sanitation-related businesses and entrepreneurs currently operating in each project MMA.
  - Identify existing sanitation service providers and financing schemes for sanitation products and services in each of the three MMAs.

#### Information Sources

Documents available for review include (a) Sustainable financing for MSMEs, 2014 by Ghana Netherlands WASH Programme (GNWP) (b) Market Demand Exploration (c) Business Solutions and Microfinance for Basic Sanitation (d) Technology Assessment for Basic Sanitation (e) Improving Access to Urban Services for the Poor (f) GLSS6.

Additional information can also be sourced from the respective MMAs in consultation with focal agencies such as the Waste Management Division, Regional Environmental Health Office (REHO)/Municipal Env. Health Office (MEHO) and the Ministry of Local Government and Rural Development (MLGRD).

Where accurate information cannot be obtained proxy indicators might have to be used to ascertain wealth, income and expenditure.

#### Related Studies

Other studies to be conducted under this project include:

1. **Baseline Study**, this study is the first to be conducted under the project and seeks to establish baseline information on key urban WASH indicators in Ashaiman, Ho and Tamale, including access to WASH facilities and sanitation markets. It will also provide a basis for before-and-after comparisons.

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<sup>3</sup> Monthly and yearly income – some people/families have constant monthly income while some have only yearly income from sales or other sources. This could help in according financing schemes, particularly repayment schemes.





2. **Assessment of Sanitation Technology Options** that seeks among other objectives, to assess challenges and opportunities of existing household sanitation technology options. This study, which precedes in time the Affordability Study, will present various sanitation technology options that will form part of available sanitation products and services under this study.

#### 4. Process and Methodology, Specific Tasks

##### Methodology

- **Determining sampling size:** The consultant is expected to design a sampling strategy for the primary data collection and include it in the draft inception report for review and discussion with UNICEF. The Consultant will determine a sample of households for the quantitative survey that will be representative of the total population in each of the relevant wealth bracket of the three MMAs.
- **Gathering both primary and secondary data** will be necessary for the assignment, some of which will be quantitative whilst some will be qualitative in nature. Further, triangulation may be necessary to verify authenticity of data collected, especially with the baseline survey findings (section 4). The consultant also needs to liaise with the technology assessment study mentioned in section 4.
  - **Primary data collection:** The assessment is expected to be both quantitative and qualitative in nature. Qualitative data will be used to further explore survey findings. All qualitative information will have to be sourced through structured/semi-structured interviews and structured observations. These should include male/female focus group discussions to further explore results as well as focus group discussions with a range of service providers. Data collection will be carried out by enumerators selected and trained by the consultant, while selected officers from the Environmental Health and Sanitation Directorate (EHSD) and the Metropolitan and Municipal Assemblies will be responsible for monitoring during data collection and entry. The consultant would be required to design the necessary data collection instruments and protocols, and further train all enumerators and supervisors on these. The consultant would also be responsible for designing the data collection plan, with appropriate quality assurance mechanisms.
  - **Secondary data collection (Desk Study/ Review):** The consultant is expected to review documents listed under section 4 and other relevant documents related to urban sanitation facilities and services. In so doing, the consultant should refer to international best practices and technologies in use across Ghana. The list for review could include documents by the government, NGOs and research institutions. This task will identify existing information/data on affordability.
- **Data Analysis:** Based on appropriate analytical tools and methodology, the analysis should answer the following questions:
  - What is the income distribution in the 3 MMAs?



- What proportion of expenditures is currently dedicated to sanitation products and services?
- Is there willingness to pay more for existing products and services, or if not, for improved products and services?
- Are there WASH suppliers (products / services)? If yes, who are they / where are they / how much do they cost?
- Do households have an ability to pay more for sanitation products and services?

### Proposal Submission

The institution shall prepare a technical proposal outlining the institution's appreciation of the assignment, approach and methodology to be adopted, profile of team members (Curriculum Vitae will be included as annexes), a related proposed work plan (refer annexure 1), and a detailed Price Schedule for negotiation and contract formulation. The methodology section should clearly outline the team's approach to: (Refer annexure 2: Evaluation criteria)

- Stakeholder consultations and preparatory activities (including the desk review). It should also include the consultant's understanding of current sanitation products/services availability within Ghana.
- Proposed sampling strategy
- Training of data collectors and supervisors
  
- Data collection and collation
- Data analysis and presentation (tools and procedures)
- Data validation and overall quality assurance
- Overall assignment coordination
- Reporting

The proposal, excluding annexes, should not exceed 10 pages.

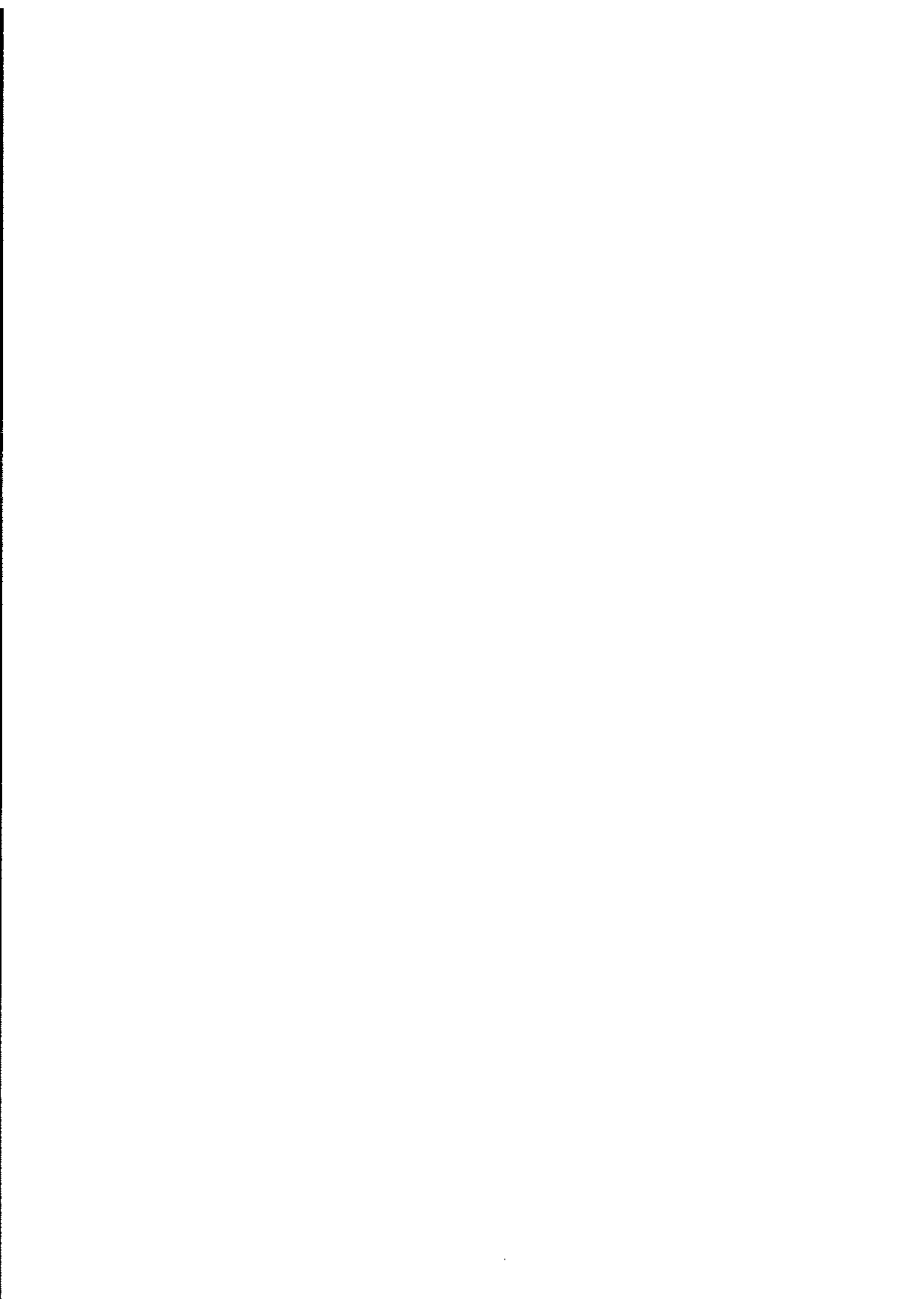
## **5. Stakeholder Participation**

The assignment will require extensive collaboration with relevant stakeholders mentioned in section 3, 4 and 5 of the TOR as well as consultation with selected community members. Further, the assignment also requires identification of both existing and new entrepreneurs interested in venture into sanitation businesses.

## **6. Accountabilities and Reporting**

The consultant will be responsible for carrying out the assessment and report directly to the WASH Specialist, Accra, Ghana. Under the overall guidance of the Chief of WASH Section and team members, necessary input and guidance may be provided whenever required. The /consultant will also interact with other members of the WASH team, M&E team and C4D team of UNICEF as required.

## **7. Expected Deliverables and Timelines**



The assignment is expected to be completed in two (2) months including field work and reporting. The assignment may start from - December 2015 through January - February 2016.

The consultant would be required to submit a detailed activity plan on signing of the contract, considering the indicated time frame. Any review of the time frame would be discussed after the site reconnaissance has been carried out, with the WASH Specialist, Accra, and UNICEF.

The following are the expected output of the assignment:

- Inception Report: Detailing output of literature review phase, and confirming the study context, approach and methodology for field data collection and analysis.
- Fortnightly progress report: Providing updates of the progress of the assignment, including major processes and the achievement of key output. The format of the progress reports will be agreed upon during the Inception Phase.
- Monthly meeting: The meeting will discuss key issues arising from the study with the view to ensure timely and quality delivery of the assignment
- Draft affordability report: The report should be able to meet all objectives of the study and propose solutions/recommendations to the issues/gaps. The report should also entail all case studies. And an annex should have a list/address details of existing sanitation businesses or sanitation service providers and entrepreneurs interested to venture into such business, in the three MMDAs.
- Submission of cleaned dataset and analysis syntax of both quantitative and qualitative data collected.
- Final Report: All reports will be submitted in electronic and hard format. The final report should include an executive summary not exceeding 4 pages, and the entire report including annexes should not be more than 40 pages,. The submission of the Final reports will include three (3) hard copies. In addition, a cleaned dataset in Stata/SPSS or excel format is required.
- All publications should carry the logos of UNICEF, the GNWP and the Government of Ghana.

## **8. Dissemination Plan**

The printed copies of the report will be shared with all relevant agencies at National, Regional and Metropolitan/Municipal Assemblies, particularly with the three MMAs. The report will also be shared with the donor and other implementing partners. The report could be used for proper pricing and sanitation product development. Hence, the report will be shared with all existing sanitation businessmen or entrepreneurs interested to venture into sanitation related businesses.

Another activity under the project is developing an on-line portal for sanitation. The report will also be launched on to that portal for wider distribution of the document.



## 9. Payment Schedule

### Cost of Assignment

The quotation/assignment cost should include all professional fees, enumeration cost and other necessary reimbursable expenses required to complete the assignment. Expenses will be negotiated with UNICEF, subject to maximum allowable UN-GOG rates (where applicable). Payment in respect of the exercise will be effected as follows:

- 20% of the cost of the assignment will be advanced to the service provider as mobilisation, to account, as much as possible for Inception Phase activities, including training of field and research assistants.
- 20% upon submission of inception report and timeframe
- 30% of the cost of the assignment will be paid on submission of the Draft Reports, based on the agreed format.
- The final 30% will be paid on the finalisation and approval of the Final Reports.

## 10. Expected background and Experience

The selected institution should have a minimum of 10 years' experience in development and implementation of projects. Institutions with past experience in project development based on Public-Private Partnership (PPP) model, particularly for water, sanitation (WASH) and other waste in urban areas will be a clear advantage. The institution is expected to have the following key people in the team for the assignment:

### Team Leader

- Minimum of a university degree in business management, business administration, economics, project development and implementation, international development, sociology, public health, water, sanitation and hygiene related fields, etc
- An advanced qualification in areas related to water and sanitation, waste water, estimation and costing, or project management will be an advantage.
- Over 10 years' experience in the development sector, with a focus on at least two of the following specialties – affordability & poverty analysis, equity analysis, project development and design, project monitoring and evaluation/ compliance audit, governance, institutional development or sector assessments.
- Strong track record in relating and networking and statistical & analytical skills.





- Ability to operate computer Microsoft office programs (MS Word, Excel, Power Point and Access), is essential.
- Fluency in writing, reading and speaking English.

Business Developer with experience in Public-Private Partnership (PPP) projects

- Minimum of a university degree in business management, business administration, economics, project development and implementation, international development, sociology, public health, water, sanitation and hygiene related fields, etc
- An advanced qualification in business management, business administration, economics, project development and implementation with past experience in waste management related projects will be an advantage.
- Over 5 years' experience in PPP- project development and management, affordability & poverty analysis, equity analysis, etc
- Strong track record in relating and networking and statistical & analytical skills.
- Ability to operate computer Microsoft office programs (MS Word, Excel, Power Point and Access), is essential.
- Fluency in writing, reading and speaking English.

**11. General Conditions: Procedures and Logistics**

The Institution/consultant would also be expected to provide cross-country vehicles and other transportation for all phases of the assignment. The team would also be required to provide their own stationery and office materials/ consumables – computer, data storage devices, paper etc.

**12. Policy both parties should be aware of**

- Under the consultancy agreements, a month is defined as 21 working days, and fees are prorated accordingly. Consultants are not paid for weekends or public holidays.
- Consultants are not entitled to payment of overtime. All remuneration must be within the contract agreement.
- No contract may commence unless the contract is signed by both UNICEF and the consultant or Contractor.



**Annexure 1: Tentative work-plan**

| S.no | Project Name             | Activity   | Start date | Months/2015-2016 |   |   |   |         |   |   |   | Remarks |   |   |  |  |  |  |  |  |                      |
|------|--------------------------|--|------------|------------------|---|---|---|---------|---|---|---|---------|---|---|--|--|--|--|--|--|----------------------|
|      |                          |  |            | Month 1          |   |   |   | Month 2 |   |   |   |         |   |   |  |  |  |  |  |  |                      |
|      |                          |  |            | Working days     | 1 | 2 | 3 | 4       | 5 | 1 | 2 |         | 3 | 4 |  |  |  |  |  |  |                      |
| 1    | Urban Sanitation Project | Assessment of current household water, sanitation and hygiene expenditure vis-à-vis affordability of WASH services at Ashaiman, Ho and Tamale Metropolitan | 6          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  |                      |
| 2    |                          | Questionnaire development and finalisation   | 3          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  | Inception report     |
| 3    |                          | Training of supervisors & enumerators  | 6          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  |                      |
| 4    |                          | Field data collection  | 20         |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  |                      |
| 5    |                          | Data analysis  | 8          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  |                      |
| 6    |                          | Presentation preliminary findings  | 1          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  | Preliminary findings |
| 7    |                          | Report writing   | 7          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  |                      |
| 8    |                          | Review and draft finalisation  | 5          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  |                      |
| 9    |                          | Final report   | 4          |                  |   |   |   |         |   |   |   |         |   |   |  |  |  |  |  |  | Final report         |



Annexure 2: EVALUATION CRITERIA:

| CATEGORY   | POINTS |
|--|--------|
| 1. Technical Evaluation Criteria                         |        |
| 1.1 Overall Response                                     | 10     |
| - Completeness of response                               |        |
| - Overall concord between RFP requirements and proposal. |        |
| 1.2 Experience of Company and Key Personnel              |        |
| 20   |        |
| CV of key personnel                                      |        |
| Company profile indicating major work                    |        |
| 1.3 Proposed Methodology and Approach                    | 40     |
| Total Technical  | 70     |

Only proposals which receive a minimum of [55] points will be considered further.

|                   |    |
|-------------------|----|
| 2. Price Proposal | 30 |
|-------------------|----|

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.:

Max. score for price proposal \* Price of lowest priced proposal

Score for price proposal X = -----

Price of proposal X

|                           |     |     |
|---------------------------|-----|-----|
| Total Technical and Price | 100 | Pts |
|---------------------------|-----|-----|

