

ANNEX B

TERMS OF REFERENCE (TOR)

(Background, Objectives, Scope of Work and Other Supplementary Information)

BACKGROUND

I. BACKGROUND OF THE PROJECT

In 2019, the 4Ps Act was approved and DSWD formulated the Kilos-Unlad (KU) Framework designed to strengthen the human capital investment of 4Ps program that provides conditional cash transfer to poor households supported by a more expanded and comprehensive case management system for 4Ps beneficiaries aimed at improving the quality life of 4Ps families and their children.

This project is to support the implementation of the 4Ps Act of 2019 guided by the formulated DSWD Kilos- Unlad (KU) Framework. The KU framework requires the availability and provision of IEC materials for use by social workers, municipal and city links to support their advocacy work and facilitate provision of quality social services to 4Ps families.

In the context of the Covid-19 pandemic, DSWD is taking measures to help the most vulnerable groups to support 4Ps families through the availability of IEC materials that are necessary to aide social workers and other social service workforce in the implementation of needed intervention for 4Ps families.

UNICEF and DSWD is seeking an experienced institutional creative consultant to conduct the review and finalization of DSWD Kilos Unlad IEC materials. The creative consultancy team will work closely with the DSWD Pantawid Technical Team and UNICEF to ensure the full understanding of the deliverables of this project.

II. DESCRIPTION OF THE PROJECT

The “**Review and enrichment of DSWD Pantawid IEC materials**” aims to update and come-up with creative 4Ps IEC materials for use and as reference by social workers, municipal/city links of 4Ps Program in their work with 4Ps families.

This project shall focus on the review, enrichment and finalization of the DSWD Pantawid 4Ps IEC materials to include; the Case Referral Pathways (CRP), 4Ps Handbook for Municipal/City Links and Local Social Welfare and Development Officers (LSWDOs) and IEC posters related advocacy to prevent and respond CP ad GBV. This engagement will be implemented through a collaborative partnership between DSWD and UNICEF as

part of the 2019-2023 RWP of DSWD-UNICEF. The guidance note is set in this Terms of Reference (ToR). UNICEF and DSWD will jointly oversee and monitor the implementation of this project.

III. OBJECTIVE OF THE TERMS OF REFERENCE

The purpose of this Terms of Reference is to engage a creative service provider that can support DSWD and UNICEF in the conduct of “**Review and enrichment of DSWD Pantawid IEC materials**” The details of the engagement can be found in the succeeding sections.

IV. OBJECTIVES OF THE PROJECT

The review, enrichment and finalization of DSWD Pantawid IEC materials will specifically include; technical review, editing, lay-outing, and graphic designs of the following:

1. Pantawid Kilos-Unlad Case Referral Pathways (CRP)
2. Pantawid Handbook for Municipal/City Links
3. Pantawid Kilos-Unlad advocacy IEC posters to support advocacy to prevent CP-GBV materials

V. SCOPE OF WORK

The Service Provider, working in cooperation with DSWD Pantawid will carry out the following tasks and activities. All relevant product outputs will be shared with DSWD for comments and recommendations:

A. Desk Review (Related Literatures, materials and documents)

Review of pertinent documents and IEC materials during the development of the inception report and assessment proposal, data gathering instruments including a communication audit of what materials are already available, the gaps, and proposed IEC materials that will be created that will address the gaps, including the conduct of a field needs assessment on what materials are really needed, and final report. The creative team shall directly work with the Pantawid Team in obtaining materials and data needed.

B. Organization and Management of the Assessment Team and conduct of consultation meetings

Conduct consultation meetings with DSWD Pantawid team in the conceptualization, development, review and enrichment the creative proposal to update and finalized the IEC materials for use by Pantawid staff.

C. Development of Conceptual and Creative Proposal for developing IEC Materials

The Service Provider shall come up with a concept based on the needs of the DSWD Kilos Unlad Framework as well as the communication audit and needs assessment conducted, in a participatory manner. This will be subjected for review by the Focal Person representing DSWD Pantawid.

D. Conduct of Pre-Testing

A pre-testing of the IEC materials shall be conducted in identified selected sites considering Covid protocols, with a documentation of the insights and recommendations. A report on the conduct of pre-testing of sample IEC materials shall be prepared and submitted to DSWD and UNICEF based on the pre-test results prior to finalization.

E. Presentation to DSWD Pantawid Technical Team

The pre-final results of all IEC materials will first be presented to DSWD Pantawid Team for their inputs and recommendations prior to submission of final outputs.

F. Preparation of Report/s and IEC material outputs for presentation

The major outputs and report shall be prepared and finalized based on the inputs from the DSWD. To further validate the results, the Service Provider shall conduct an "IEC materials results presentation" to present the results to selected Pantawid field implementers for validation. Participants shall include those who took part in the review, UNICEF & DSWD Pantawid Technical Team. The Service Provider shall submit a documentation report of this activity with complete evaluation from participants and with photos.

VI. EXPECTED DELIVERABLES

The conduct of the abovementioned comprehensive mapping and assessment will yield the following outputs and deliverables:

1. Inception report (detailed design, work plan, timeline and budgetary requirements) including results of communication audit and needs assessment
2. Approved proposal with creative methodology.
3. Project reports on the initial draft creative IEC materials
4. Report on the results of the presentation of 2nd draft IEC materials integrating the recommendations of the DSWD Pantawid Team and pretesting
5. Presentation of final draft to the DSWD Pantawid Technical Team
6. Updated Pantawid IEC materials with creative graphic designs ready for printing, namely;
 - 5.1 Results of communication audit and needs assessment
 - 5.2 Pantawid Kilos-Unlad Case Referral Pathways (CRP) electronic version and printable version
 - 5.3 Pantawid Handbook for Municipal/City Links electronic online version and camera ready printable version

- 5.4 Pantawid Kilos-Unlad advocacy materials; two (2) IEC posters focused on CP and GBV prevention in electronic version and printable version

VII. QUALIFICATION REQUIREMENTS FOR THE HIRING OF SERVICE PROVIDER

The Service Provider should meet the following qualifications:

A. For a Creative Consultancy Firm

1. FIRM EXPERIENCE in Creative designs, editing and lay-outing for electronic online and printable versions with technical person as member of the team with knowledge on Child Protection and Gender-based Violence (CP-GBV) and Social Development work.
 - 1.1. At least five (5) years of experience in developing creative works related to the field of child protection, gender-based violence, education, health, nutrition and social development.
 - 1.2. Extensive experience in editing, lay-outing and graphic designs and with capacity to develop and produced quality IEC materials electronic and printable versions for advocacy work.
2. PROJECT TEAM LEADER
 - 2.1. Holder of Degree in Communications Development or related field and with solid background on developing creative IEC and other related advocacy materials with social development context.
 - 2.2. Creative design expert with experience in developing IEC materials related to child protection, GBV and social welfare and related field.
 - 2.3. Has previously worked in a similar project in developing IEC materials for children and social development and with experience doing creative work with government, non- government organizations, and/or international organizations.
 - 2.4. Familiar with DSWD or other government office protocols, child protection program and activities related to social welfare and development.
 - 2.5. Has excellent project management, oral and written communication skills.
3. TECHNICAL EXPERT on CHILD PROTECTION
 - 3.1 Degree Holder in Social Work, Community Development or Social Development with experience in supporting the development of IEC materials and other related advocacy tools related to children and/or social development work.
 - 3.2 At least five (5) years of experience in social development work and in supporting the development of IEC materials for children, child

protection, social welfare, health, nutrition, education work and other related communication and advocacy materials.

- 3.3 With experience working with government agencies, non-government organizations, local government units and other social development organizations.

VIII. SCHEDULE OF DELIVERABLES AND PAYMENTS

The timeframe to complete the project is from signing of contract until 30 April 2021. 1.

Outputs/Deliverables	Timeline	Payment
<ul style="list-style-type: none"> • Inception Report with detailed design, work plan, timeline and budgetary requirements • Results of communication audit and needs assessment • Approved proposal with creative methodology 	2 weeks	20%
<ul style="list-style-type: none"> • Project reports on the initial draft creative IEC materials • Report on the Conduct of Consultation meetings 	6 weeks	20%
<ul style="list-style-type: none"> • Report on the results of the presentation of 2^d draft IEC materials integrating the recommendations of the DSWD Pantawid Team 	8 weeks	30%
<ul style="list-style-type: none"> • Final report of the Updated Pantawid IEC Materials with creative graphic designs ready for electronic online use and camera ready printable versioning; namely: <ol style="list-style-type: none"> 1. Results of communication audit and needs assessment 2. Pantawid Kilos-Unlad Case Referral Pathways (CRP) electronic online version and printable version 3. Pantawid Handbook for Municipal/City Links, electronic online version and camera-ready printable version 4. Pantawid Kilos-Unlad advocacy materials; two (2) IEC materials focused on CP-GBV (electronic Online and printable versions) 	6 weeks	30%

DSWD Pantawid Technical Team

1. Shall oversee and monitor this project at DSWD.
2. Prepare endorsement letters for all offices/units involved in the project, as needed.
3. Provide support and assist the Service Provider in the development of the proposal and data gathering of tools and existing IEC materials for review and enrichment.
4. Assist the Service Provider in obtaining relevant data/information/materials for literature and desk review.
5. Lead and facilitate review of the Service Provider's outputs/deliverables.
6. Monitor and/or assist in the pre-testing of the IEC materials.
7. Organize and coordinate consultation meetings within DSWD.
8. Quality assurance of process and expected outputs

UNICEF

1. Procurement and contract management of service provider.
2. Review Service Provider's outputs/deliverables.
3. Attend consultation meetings and presentations.
4. Closely coordinate with Service Provide and DSWD Pantawid Focal Person on the status of the implementation.
5. Facilitate payment to the Service Provider upon submission of specific deliverables as stipulated in this ToR

IX. OWNERSHIP AND PUBLICATION RIGHTS

X. TECHNICAL EVALUATION CRITERIA

ANNEX C

CRITERIA FOR EVALUATION - INSTITUTIONS

Technical Evaluation Criteria	Rating	Scaling
COMPANY EXPERIENCE		
1. Years of experience in developing creative IEC materials; online electronic and printable versions intended for advocacy work on children with proven satisfactory record in delivering professional results.	8 years or more experience	8
	5 - 7 years experience	6
	3 - 4 years experience	4
	Less than 3 years experience	2
2. Work experience on editing, lay-outing, graphic designing and creative artwork of IEC and advocacy materials for government, national government agencies, non-government organizations, corporate groups, communities, and children and adolescents, and women sector.	Worked with various sectors at national and sub-national levels	5
	Worked with NGAs, and NGOs	4
	Worked with LGUs only	3
	Worked with NGOs only	0
3. Experience in conducting creative IEC materials development with UN agencies and/or other international organisations.	Yes	3
	No	0
4. Experience on developing IEC and other advocacy materials and similar projects for use by various sectors like social welfare, education, health and nutrition, local governance, and other related projects involving children and adolescents.	3 or more examples provided, with 5 years of relevant experience	6
	2 or more examples provided, with 5 years of relevant experience	5
	1 or more examples provided, with 5 years of relevant experience	4
	3 or more examples provided, with less than 5 years of relevant experience	3

	2 or more examples provided, with less than 5 years of relevant experience	2
	1 or more examples provided, with less than 5 years of relevant experience	1
	No examples provided	0
5. Experience in developing and or providing support to local government pertaining to developing and conceptualizing IEC and advocacy materials and projects or related activities and/or development and editing, lay-outing, graphics designing of IEC materials like posters, brochures, booklets, manuals, guidelines or modules for national and local use related to social welfare, social development and local governance, health, education, child protection, GBV, as support to advocacy projects for children, adolescents, families and communities.	3 examples or more provided, showing experience in various sectors; social welfare, health and nutrition, educations and other social development sector.	6
	2 examples provided, showing experience in various sectors; social welfare, health and nutrition, educations and other social development sector.	4
	1 example provided, showing experience in various sectors; social welfare, health and nutrition, educations and other social development sector.	2
	No example provided	0
6. Experience in conducting IEC related projects and activities through participatory methodology and with the engagement of social workers, social development workers, social service workforce, teachers, health workers, local government units, other stakeholders including engagement of children and adolescents.	6 or more years experience	6
	4-5 or more years experience	4
	2-3 or more years experience	2
	Less than 1 years experience	0
7. Proven high-quality report writing in English language	3 examples of High Quality Reporting	4
	2 examples of High Quality Reporting	3
	1 example of High Quality Reporting	2

	No examples of High Quality Reporting	0
PROPOSED TEAM EXPERIENCE		
8. Experience of the individual team members in similar projects on development of IEC materials in electronic and printable versions including editing, lay-outing, graphic designs at national and sub-national level, and international groups or organizations link to programme for children, adolescents, families and communities.	The team members having combined experience of 5 years or higher work experience communications and development of creative IEC materials in the context of social welfare development for children, adolescents and communities.	8
	The team members having combined experience of 4 years or higher work experience communications and development of creative IEC materials in the context of social welfare development for children, adolescents and communities.	6
	The team members having combined experience of 3 years in communications and development of creative IEC materials in the context of social welfare development for children, adolescents and communities.	4
	The team members having combined experience of 2 years in communications and development of creative IEC materials in the context of social welfare development for children, adolescents and communities.	2
	The team members having combined experience of less than 2 years in communications and development of creative IEC materials in the context of social welfare development for	0

	children, adolescents and communities.	
9. Experience of the team members in developing IEC materials and projects related to children and adolescents, social welfare, and with a team member who have exposures on social welfare, child protection, GBV, and other fields supportive of the best interest of children.	The team members having combined experience of minimum of 6 years work experience	6
	The team members having combined experience of minimum of 5 years work experience	4
	The team members having combined experience of minimum of 4 years work experience	2
	The team members having combined experience of less than 3 years work experience	0
10. Qualifications of the individual team members	3 team members or more have university degrees or higher equivalent fields related to communications, graphic designing, editing, lay-outing and social work, social welfare, community development, and child protection.	6
	2 team members have university degrees or higher equivalent fields related to communications, graphic designing, editing, lay-outing and social work, social welfare, community development, and child protection.	4
	Less than 2 team members have equivalent fields related to communications, graphic designing, editing, lay-outing and social work, social welfare, community development, and child protection.	0
METHODOLOGY		

11. A detailed description of the proposed methodology, describing the approach that will be taken to deliver the outputs for each of the phases (section X of the TORs), including a description of activities, envisaged working modalities (the methodology shall be in accordance with the the Terms of Reference).	The proposed methodology comprehensively describes the envisaged approach taken to deliver the outputs, including a detailed description of activities, working modalities, and strategies to ensure quality IEC outputs.	12
	The proposed methodology mostly provides a satisfactory description of the envisaged approach taken to deliver the outputs, including a broad description of activities, working modalities, and strategies to ensure quality IEC outputs.	8
	The proposed methodology provides a partial description of the envisaged approach taken to deliver the outputs, including a partial description of activities, working modalities, and strategies to ensure quality IEC outputs.	4
	No methodology or description of activities provided	0
TOTAL TECHNICAL SCORE		
Minimum technical required score: 49 points (Technical Proposals scoring less than 49 points will be considered non-responsive, therefore will be rejected)		

**ANNEX D
 PRICE SCHEDULE**

**items listed below are indicative and can be modified by submitting institution.*

A. Desk Review (Related Literatures, materials and documents)				
	Breakdown of costs	Unit of Measure	Unit Rate	Total
1	Professional Fees, please provide detailed breakdown per post			
2	Operating Expenses, please provide detailed breakdown			
3	Other Expenses, please detailed breakdown			
		Total (A)		
B. Organization and Management of the Assessment Team and Conduct of Consultation Meetings				
	Breakdown of costs	Unit of Measure	Unit Rate	Total
1	Professional Fees, please provide detailed breakdown per post			
2	Operating Expenses, please provide detailed breakdown			
3	Other Expenses, please detailed breakdown			
		Total (B)		
C. Development of Conceptual and Creative Proposal for developing IEC Materials				
	Breakdown of costs	Unit of Measure	Unit Rate	Total
1	Professional Fees, please provide detailed breakdown per post			
2	Operating Expenses, please provide detailed breakdown			
3	Other Expenses, please detailed breakdown			
		Total (C)		
D. Conduct of Pre-Testing				
	Breakdown of costs	Unit of Measure	Unit Rate	Total
1	Professional Fees, please provide detailed breakdown per post			
2	Operating Expenses, please provide detailed breakdown			
3	Other Expenses, please detailed breakdown			



				Total (D)	
E.	Presentation to DSWD Pantawid Technical Team				
	Breakdown of costs	Unit of Measure	Unit Rate		Total
1	Professional Fees, please provide detailed breakdown per post				
2	Operating Expenses, please provide detailed breakdown				
3	Other Expenses, please detailed breakdown				
				Total (E)	
F.	Preparation of Report/s and IEC material outputs for presentation				
	Breakdown of costs	Unit of Measure	Unit Rate		Total
1	Professional Fees, please provide detailed breakdown per post				
2	Operating Expenses, please provide detailed breakdown				
3	Other Expenses, please detailed breakdown				
				Total (F)	
G.	Administrative Fees / Management Fees				
		No. Of Personnel	Unit Rate	No. of Man Months	Total
1					
				Total (G)	
GRAND TOTAL (Philippine Peso), exclusive of all taxes for local/Philippine-based vendors					

Company Name and Official Seal _____

Signature Over Printed Name _____

ANNEX A-2 SOLICITATION GUIDELINES

PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

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

2. Solicitation

2.1 The purpose of this Request for Proposals for Services (“RFPS”) is to invite proposals for Review and enrichment of DSWD Pantawid IEC materials [as fully detailed in the Terms of Reference/Statement of Work attached at Annex I].

2.2 This RFPS document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- The full Terms of Reference/Statement of Work attached at Annex B
- Technical Evaluation Criteria and Scoring reference at Annex C
- Price Schedule at Annex D

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

PART II – PROPOSAL SUBMISSION PROCESS

1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by email to Ma. Gemma Calderon at mgcalderon@unicef.org that they have received this RFPS/via online through UNICEF e-submission system. This e-tendering system contains an opt in/opt out function to confirm whether or not you are intending to submit an Offer. Please make use of this function.

1.2 Questions from proposers. Proposers who need some clarifications are required to submit their questions in respect of this RFPS by email to Ma. Gemma Calderon and John Philip Perez via online through the UNICEF e-submission system at mgcalderon@unicef.org; jpperez@unicef.org. The deadline

for receipt of any questions is **2 December 2020** (COB).

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

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

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

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

1.4 Submission Deadline. The deadline for submission of proposals is as follows:

9 December 2020, 3:00 PM

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

2. Language

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

3. Validity of proposals; Modification and Clarifications; Withdrawal

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

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

the earlier version of the Proposal, or state the changes from the original Proposal.

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

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

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

4. Eligibility; Proposer Information

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

4.2 Joint Venture, Consortium or Association.

(a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity will confirm in their joint Proposal that:

(i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and

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

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

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

4.3 **Proposals from Government Organizations.** The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors

such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

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

5. Preparation of Offer

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

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website:

http://www.unicef.org/supply/index_procurement_policies.html ;

- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this RFPS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

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

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

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

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

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

5.6 Proposals must be clearly marked with the RFPS number.

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

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

5.9 **Price Proposal:** The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.

5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

[5.11 The Proposer's Proposal will include all of the following labelled annexes:
Annex C - Price Schedule and the Completely Signed Bid Form (Page 3 of this tender document)

6. Proposal Documents; Confidentiality

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

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

6.3 All information and documents provided to the Proposers by UNICEF ("RFPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such RFPS Materials to UNICEF, or destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that

party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

7. Multiple proposals and proposals from related organizations

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

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

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

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
- (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III –AWARD/ADJUDICATION OF PROPSALS

1. Award

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

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

· First, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

- Second, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.
- Third, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

1.2 Proposal Evaluation Approach.

Weighted scoring evaluation approach

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

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Refer to Annex II for Technical Proposal Evaluation and Submission Guide

Total Maximum 70 Points

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

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

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

Total obtainable Technical and Price points: 100

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

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

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

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

2. General Terms And Conditions Of Contract (Services)

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

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

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

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

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

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

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

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

PART IV – REQUIREMENTS

1. Price and Payment

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to UNICEF's satisfaction. The standard terms of

payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

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

1.3 Currency. (a) The currency of the Proposal shall be in Philippine Pesos (PHP). UNICEF will reject any proposals submitted in another currency.

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

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

2. Implementation

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

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

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

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

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

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

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

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

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

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

3. Liquidated Damages

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

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

PART V – PROPOSER REPRESENTATIONS

1. Price – Most Favoured Customer

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

2. General Representations

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

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

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

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

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

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

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

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

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

3. Ethical Standards

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

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

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

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

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

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

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

(b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the

contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

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

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

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

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

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

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

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

entity of the United Nations System in the future.

4. Audit

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