

**ANNEX B****TERMS OF REFERENCE (TOR)**

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

**BACKGROUND/CONTEXT**

Quality of a survey is of prime importance for accurate, reliable and valid results (World Health Organization, 2002). Sound and reliable information is the foundation of decision-making across all health system building blocks and is essential for health system policy development and implementation, governance and regulation, health research, human resources development, health education and training, service delivery and financing. High quality data are the prerequisite for better information, better decision-making and better population health (WHO, 2008).

Currently, the country's child nutrition assessment is done through the *a*) the anthropometric assessment component of the National Nutrition Survey of the Food and Nutrition Research Institute of the Department of Science and Technology (FNRI-DOST), *b*) health center or facility-based growth monitoring and promotion (GMP) services provided by health and nutrition workers, and *c*) Operation Timbang Plus (OPT Plus) done every first quarter of the year in communities nationwide.

The conduct of OPT, which started in the early 70s, is regularly done by local government units (LGUs) through their local nutrition committees. The OPT generates data on nutritional status of children aged 0-71 months old, by sex and by single age group. It locates malnourished children in a community to guide service delivery, nutrition program management and evaluation of local nutrition programs. Key indicators of the nutritional status of a given population are based on anthropometric data. Accuracy of anthropometric data are critical and should be well grounded source of evidence to policy makers, programme managers, researchers and advocates, especially in the nutrition field. The quality of anthropometric data is also important in assessing how health and nutrition interventions are implemented and in guiding subsequent planning and actions (WHO and UNICEF 2019).

In 2012, the National Nutrition Council Governing Board (GB) through Resolution No. 2 Series of 2012 approved the adoption of the Revised Implementing Guidelines of the Operation Timbang Plus to add length and height measurement to the annual mass weighing of children. The revised guidelines on OPT Plus likewise adopted the WHO-Child Growth Standards in determining the prevalence of the various forms of child malnutrition in the country, e.g. wasting, stunting, underweight and overweight-for-height and adjusted the age from 0-71 to 0-59 months old.

Quality of the data collected from the OPT and OPT Plus has been an issue in the past, at present and poses a potential problem in the future. A systematic analysis of the implementation of the OPT has been documented three decades ago with the study of Bondad and Ramos in 1990. In March 2019, NNC funded a study that documented the awareness, knowledge, attitudes, and practices of Barangay Nutrition Scholars (BNS) on the OPT Plus IG in selected study sites. The results of the study showed that majority of the BNS in the study sites were not aware of the implementing guidelines but were knowledgeable and showed positive attitude towards OPT Plus. However, most of the BNS have poor practices in the conduct of the activity (Salunga, 2019). The study also recommended the development of a data quality review tool which is also consistent with the findings of the World Bank study on stunting and UNDP-NEDA formative evaluation of PPAN 2017-2022 which recommended resolving the quality issues of the OPT Plus data.

The data quality initiative was also identified as one of the enabling activities under the component of data management on quality and timeliness during the Strategic Planning Workshop for the Philippine Nutrition Surveillance System held on 26-27 February 2019. This initiative is also part of the PPAN Research Agenda research priorities under nutrition program, policy, and governance.

From 2019-2022, UNICEF will continue to provide strategic and technical support to NNC in the implementation of the PPAN to scale up both nutrition-specific and nutrition-sensitive interventions with the overall goal of reducing stunting and all forms of malnutrition. Technical assistance in the development of the data quality review tool and protocol of the OPT Plus and updating its implementing guidelines was one of the output of the 2019 End of Year Workplan Review, to be included in the 2020 workplan.

## **OBJECTIVES**

The project aims to improve the quality of OPT Plus data through the development of the data quality audit protocol of the OPT Plus and update its implementing guidelines by looking into the dimensions of data quality and information management process (i.e. collection to dissemination) from barangay to national level.

The specific objectives are the following:

1. Update the 2012 OPT Plus Implementing Guidelines and its attendant tools and templates (e.g. annual reporting and analysis) through conduct of desk reviews, consultation workshops, key informant interview and focus group discussions
2. Develop, pre-test and validate a data quality audit tool and protocol for the conduct of OPT Plus to be integrated in the Monitoring and Evaluation of Local Level Plan Implementation Protocol tool.
3. Pilot-test the developed data quality audit tool and protocol in selected study sites with a set of identified criteria.
4. Process and analyze the results of the data quality audit in the selected study sites.
5. Develop an operations manual and training materials on the developed data quality audit tool

and protocol.

6. Capacitate national, regional, and local level trainers on the data quality audit.

## **SCOPE OF WORK, ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE**

### **SCOPE OF WORK**

Under the direct supervision of the UNICEF Information Management Officer with support from the UNICEF Nutrition Manager, the institution will work closely with NNC Nutrition Surveillance Division officials and staff, Technical Working Group members, Regional Offices, local government units in UNICEF-supported provinces and UNICEF nutrition staff and consultants in Manila and Mindanao Field Office.

The institution will contribute to overall improvement of coverage and quality of OPT Plus Data by providing technical assistance to NNC in the review and updating of its Implementing Guidelines. Main references for this exercise include but are not limited to 1) NNC GB Resolution No. 4 Series 2012; 2) NNC Memorandum No. 2019-003; 3) Philippine Nutrition Surveillance System Strategic Plan; 4) PFNSS Development researches and reports; 4) UNDP-NEDA formative evaluation of PPAN 2017-2022; 5) Researches on OPT Plus e.g., Bondad and Ramos (1990) Systems Analysis of OPT, Salunga, et al., (2019) Study on the Awareness, Knowledge, Attitudes and Practices of Barangay Nutrition Scholars on the 2012 Operation Timbang Plus Implementing Guidelines (OPT Plus IG); 6) 2012 OPT Plus IG; 8) eOPT Plus Manual; 9) MELLPI Protocol Guidelines and Tools, among other references

Contract costs includes cost for the conduct of consultation workshops, pre-testing, capacity building, and all attendant meetings, as well as professional fees, transportation and DSA expenses of the team in organizing and preparing for the workshops (supporting NNC to send and follow-up invitations), and provision of technical assistance before, and during workshops or field visits, in the collection and analysis of qualitative and quantitative data from implementing provinces (if any), and preparation and review of documents. Cost also includes all workshop-related expenses: venue, board and lodging (double occupancy), meals, travelling costs of all participants including focal person from NNC and resource persons, based on least cost and most direct route for plane fares and government rates for applicable DSA. UNICEF will provide list of accredited hotels and rates. UNICEF will reimburse the enumerated expenses based on actual expenditures upon submission of invoices.

The target areas for the data quality audit and capacity building must include the following provinces, cities and municipalities listed below:

Region	Province	Cities/Municipalities
Region VIII	Samar	Tarangnan, Calbayog City, Catbalogan City, Santa Margarita, Gandara, San Jose de Buan, Pagsanghan
	North Samar	Bobon, Catarman, San Jose, Mondragon, Lope de Vega, Mapanas, Lapinig, Gamay
Region IX	Zamboanga del Norte	Leon B. Postigo, Siayan, Sindangan, Godod

**Tasks and Deliverables**

The team will coordinate with NNC Nutrition Surveillance Division, NNC Regional Offices, LGUs, Nutrition Surveillance-Technical Working Group and NNC Technical Committee and implementing partners to ensure a thorough and consultative process in the conduct of this exercise. Below are the following tasks and deliverables for this consultancy.

Tasks:

**Phase 1: Inception and Development of Audit Tools and Protocols**

1. Prepare an inception report on the methodology and timelines of the project.
2. Review available guidelines, tools and researches for on Data Quality Audit and Protocol, and the OPT Implementing Guidelines, as input to Phase 2.
3. Develop data quality audit tool and protocol, operations manual and training materials
4. Pilot-test the developed data quality audit tool, protocol, and training materials in 19 LGUs of the three provinces of Samar, Northern Samar and Zamboanga del Norte.
5. Update the tools based on findings/lessons from the pilot exercise.
6. Prepare and present revised tools and protocols and recommendations to the NS-TWG and the NNC Technical Committee
7. Revise, package/layout and reproduce 50 copies of the approved project documents based on the inputs of the NS-TWG and NNC Technical Committee.
8. Draft a publication-ready scientific article for submission to a peer reviewed journal in IMRaD format (Introduction – Method – Results – and – Discussion)

**Phase 2: Review and Updating of the OPT Plus Implementing Guidelines (IG)**

1. Conduct focus group discussions and or key information interviews with end-users (Nutrition Officers, BNSs and BHWs)
2. Organize and facilitate the conduct of the consultation workshops for the updating of the OPT Plus IG
3. Develop updated OPT Plus IG including OPT Plus reporting template and present reports and recommendations to the NS-TWG and the NNC Technical Committee
4. Revise, package/layout and reproduce 50 copies of the approved reports and IG based on the inputs of the NS-TWG and NNC Technical Committee.
5. Draft a publication-ready scientific article for submission to a peer reviewed journal in IMRaD format

**Phase 3: Capacity Building on New Guidelines and Tools**

1. Finalize operations manual and training materials on the developed data quality audit tool.
2. Organize, facilitate and conduct trainings for the national and regional trainers (TOT) and provincial, city, municipal, and barangay level trainings (Roll-out) on the final data quality audit tools and protocols
3. Conduct at least 3 supportive supervision and mentoring visits on the use of the tools and protocols per province.
4. Draft a publication-ready scientific article for submission to a peer reviewed journal in IMRaD format
5. Submit final technical report and audited financial report

Expected outputs:

1. Inception report and Desk Review Report and Recommendations
2. Updated OPT Plus Implementation Guidelines and reporting tools
3. Infographics and simplified booklet version of the updated OPT Plus IG
4. Pretested and valid data quality audit tool to be integrated in the Monitoring and Evaluation of Local Level Plain Implement (MELLPI) Protocol tool.
5. Report on the case study results of the pilot-tested data quality audit tool in selected study sites.
6. Training manual, presentation and toolkit of the data quality audit tool and protocol.
7. Information education materials such as infographics, instructional video among others to be used for the training.
8. Capacitated national regional trainers on the use of the data quality audit tool supported by training reports and supportive supervision reports/checklists
9. Annual reporting template for national level that would include analysis OPT Plus data and Data Quality Audit results
10. Draft NNC Governing Board Resolution Adopting the Updated OPT Plus IG and Data Quality Audit Tool and Protocol
11. Electronic (editable and final) copy and fifty (50) hard copies of publication-ready material and infographics of the updated OPT Plus IG, simplified booklet version of the OPT Plus IG and data quality audit protocol for the BNS, operations manual/protocol of the Data Quality Audit with applied copy right and ISBN number from the National Library of the Philippines
12. Drafts of 3 publication-ready scientific articles for submission to a peer reviewed journal in IMRaD format (Introduction – Method – Results – and – Discussion)
13. Final technical report and audited financial report.

**TASKS TO BE PERFORMED, DELIVERABLES, WORK SCHEDULES AND PAYMENT TERMS**

**Phase 1: Inception and Development of Audit Tools and Protocols**

**Phase 1a - Inception, Desk Review and drafting of Data Quality Audit Tools, Manuals and Training Materials**

**Deliverables:**

- 1.1 Present and secure NS-TWG approval on the inception report on the methodology and timelines of the project

This includes:

- Preparation of draft Inception report
- Preparatory work on drafting and sending of invitation letters, confirmation of participants
- Provision of meeting kits (printed agenda and presentations, notebook, pen, ID and folder)
- Coordinate and secure venue from NNC
- Provision of all meeting-related expenses: meals
- Presentation of Inception Report
- Revised Inception report based on presentation feedback
- Client feedback report for the meeting

- 1.2 Conduct desk review and consolidate results and recommendations from available guidelines, tools and researches for the Data Quality Audit, Protocol, and OPT Implementing Guidelines

(for Phase 2)

This includes:

- Preparation of Desk Review Results and Recommendations report
- Coordination with NS-TWG to secure available guidelines, tools and researches
- Submission of Desk Review Results and Recommendations report

**Work Schedule:** 30 January 2021

**Payment:** 15%

## **2. Phase 1b – Development, Pre-testing and Revision of Tools, Protocols, Operations Manual and training materials**

### **Deliverables:**

#### **2.1 Draft data quality audit tool and protocol, operations manual, and training materials and pre-test these materials to at least 1 study site**

This includes:

- Drafting of the audit tools, protocols, its operations manual, training materials based on results of the desk review and recommendations
- Presentation of first draft to NNC and UNICEF
- Pre-testing of the protocol in at least 1 selected study site preferably highly-urbanized city (Tacloban City, Region VIII)
- Submission of revised of audit tools, protocols, its operations manual, training materials and Pilot-test Protocol based on the result of the pre-testing

#### **2.2 Pilot-test the revised data quality audit tool, protocol, and training materials in 3 provinces/ 19 LGUs**

This includes:

- Preparatory work on drafting and sending of coordination letters, confirmation of study sites
- Organize, prepare, and support coordination of Pilot-Test Teams (max of 5 members) to teach and document test/modeling exercise
- Provision of kits to Pilot-test Teams (checklists, audit tool, draft protocol, training materials mission itinerary, notebook, pen, ID and folder)
- Provision of 1 hard copy and 1 USB with e-copy of draft audit tools, protocols, operations manual, training materials to study sites
- Implementation of approved Pilot-Test Protocol including capacity building of identified LGU staff on the use of developed tools, protocol, and materials
- Documentation of results and any good practices, challenges, and recommendations using case study format
- Provision of all related expenses: venue, board and lodging (double occupancy), meals, travelling costs of all TA team members based on least cost and most direct route for plane fares and government rates for applicable DSA.
- Client feedback report

#### **2.3 Prepare and present revised tools and protocols and recommendations to the NS-TWG and the NNC Technical Committee**

This includes:

- Using Desk Review Results and Recommendations report and results of Pilot-Tests, revision of audit tools, protocols, its operations manual, training materials

- Presentation of Pilot-tested version to NNC and UNICEF
- Reflect any feedback from NNC and UNICEF and present revised of audit tools, protocols, its operations manual, training materials

#### 2.4 Revise and package/layout the approved project documents based on the inputs of the NS-TWG and NNC Technical Committee.

This includes:

- Preparation of presentation materials (PowerPoint slides) on overall process (including results of desk review and pilot test) and summary of tools, manuals, materials
- Presentation of current version of audit tools, protocols, its operations manual, training materials to NS-TWG
- Submission of revised version of audit tools, protocols, its operations manual, and training materials based on recommendations of NS-TWG
- Presentation of overall process and summary of tools, manuals, materials to NNC Technical Committee

**Work Schedule:** 30 April 2021

**Payment: 30%**

### 3. Phase 2 - Review and Updating of the OPT Plus Implementing Guidelines (IG)

#### Deliverables:

#### 3.1 Conduct of desk and field review, case study, key informant interviews and focus group discussions with end-users (Local Chief Executives, Nutrition Officers, MHOs, Midwives, BNSs, BHWs, Mothers and Caregivers, Brgy. Captains and other members of the OPT Plus team), include simulation of OPT Plus activities in the study site.

This includes:

- Preparatory work on drafting and sending of invitation letters, agenda, tools and checklists, for the field review
- Provision of field review kits (printed agenda, questionnaires, and presentations, notebook, pen, ID and folder)
- provision of token to the respondents
- all field review-related expenses: venue, board and lodging (double occupancy), meals, travelling costs of all participants and resource persons based on least cost and most direct route for plane fares and government rates for applicable DSA. UNICEF will provide list of accredited hotels and rates.
- Client feedback report

#### 3.2 Organize and facilitate the conduct of at least 1 two-day consultation workshop in Tacloban or in Palo Leyte, Region VIII for the updating of the OPT Plus IG

This includes:

- Preparatory work on drafting and sending of invitation letters, agenda, workshop tools and checklists, confirmation of participants
- Provision of workshop kits (printed agenda and presentations, notebook, pen, ID and folder)
- provision of all workshop-related expenses: venue, board and lodging (double occupancy), meals, travelling costs of all participants and resource persons based on least cost and most direct route for plane fares and government rates for applicable DSA. UNICEF will provide list of accredited hotels and rates. UNICEF will reimburse the enumerated expenses based on actual expenditures upon submission of invoices.
- Client feedback report

### 3.3 Develop updated OPT Plus IG and present reports and recommendations to the NS- TWG and the NNC Technical Committee

This includes:

- Using Desk Review Results and Recommendations report and results of Pilot-Tests, consultation workshops and FGDs, prepare revised draft of OPT Plus IG
- Presentation of revised version to NNC and UNICEF
- Reflect any feedback from NNC and UNICEF
- Preparation of presentation (PowerPoint slides) on overall process (including results of consultations and FGDs) and updated version of IG
- Presentation of process and updated version of IG to NS-TWG
- Submission of NS-TWG cleared version of OPT Plus Implementing Guidelines
- Presentation of overall process and summary of consultations and FGDs and NS-TWG cleared version of IG, to NNC Technical Committee

### 3.4 Revise and package/layout the approved reports and IG based on the inputs of the NS-TWG and NNC Technical Committee.

This includes:

- Preparation of Process Documentation for the whole project
- Based on feedback from NNC Technical Committee, update reports, Data Quality Audit Tools, Manuals of Operations, Training Materials, and Implementing Guidelines
- Propose 3 layout designs for all reports based on NNC specifications and templates for approval and apply for copyright and ISBN number at the National Library of the Philippines
- Submit all project documents formatted using approved design/template

**Work Schedule: 30 September 2021**

**Payment: 20%**

## 4. Phase 3 – Capacity Building on New Guidelines and Tools

### Deliverables:

5.1 Organize, facilitate and conduct trainings for 1 TOT for national and regional and provincial trainers (35-40 pax) in Mandaluyong/Ortigas and 3 Roll-Out trainings for provincial, city, municipal, and barangay level (25-30 pax each) in Tacloban City and Dipolog City on the final data quality audit tools, protocols and guidelines

This includes:

- Preparatory work on drafting and sending of invitation letters, agenda, training workshop tools and checklists, confirmation of participants
- Provision of Training kits (printed agenda, training materials, audit tools, final OPT Plus IG, and presentations, notebook, pen, ID and folder)
- Provision of all workshop-related expenses: venue, board and lodging (double occupancy), meals, travelling costs of all participants and resource persons based on least cost and most direct route for plane fares and government rates for applicable DSA. UNICEF will provide list of accredited hotels and rates. UNICEF will reimburse the enumerated expenses based on actual expenditures upon submission of invoices.
- Client feedback report

5.2 Conduct at least 3 supportive supervision and mentoring visits on the use of the tools and protocols per province (Samar, Northern Samar, Zamboanga del Norte).

This includes:

- Preparatory work on drafting and sending of coordination letters, confirmation of field visits to provide TA
- Organize, prepare, and support coordination of TA Teams (max of 5 members) to visit provinces
- Visit a sample of RHUs and BHS
- Document TA (Supportive Supervision/Monitoring) visits and collection relevant data at the regional/provincial level to support monitoring of Audit Action Plans as needed
- Provision of Joint TA visit kits to TA Teams (printed Audit Action Plans of area to be visited, checklist/tools, mission itinerary, notebook, pen, ID and folder)
- provision of all TA visit-related expenses: venue, board and lodging (double occupancy), meals, travelling costs of all TA team members based on least cost and most direct route for plane fares and government rates for applicable DSA. UNICEF will provide list of accredited hotels and rates. UNICEF will reimburse the enumerated expenses based on actual expenditures upon submission of invoices.
- Client feedback report
- Field Reports and Filled out Checklists/Tools and Audit Action Plans for the 3 provinces
- At least 3 Case Studies
- Final Process Documentation of whole project with inputs from NNC

### 5.3 Submit final technical report and audited financial report

This includes:

- Final Process Documentation (Technical Report) of whole project with inputs from NNC
- Electronic (editable and final) copy in DVD Copy and Hard Drive and fifty copies of publication-ready material and infographics of the updated OPT Plus IG, simplified booklet version of the OPT Plus IG and DQA protocol, operations manual/protocol of the Data Quality Audit.
- Draft of publication ready (3) scientific articles for submission to a peer reviewed journal in IMRAD format
- Audited Financial Report

**Work Schedule:** 30 December 2021

**Payment:** 35%

## QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES

### MINIMUM TEAM COMPOSITION AND QUALIFICATIONS

- Institution with:
  - At least five years of relevant professional work experience on health systems/health governance/data quality audit/policy development/mentoring/program evaluation/operations research from both developed and developing countries on nutrition;
  - Practical experience in data quality, monitoring, evaluation, nutrition assessment and other researches on nutrition and related fields (food security, health, and agriculture).
  - Technical knowledge on the Philippine experience using OPT Plus is an advantage
  - Work experience with NNC on monitoring and evaluation projects is an advantage
  - Ability to work in consultative and coordinated manner and with demonstrated skills for building consensus between a wide group of experts supported by reports and documents;
  - Previous work with UN and international organizations in the Philippines/Asia Pacific Region
  - Good written and oral communication, presentation and analytical skills and proficient in the use of computer application as a management tool.

Minimum Team Composition	Post-graduate Education and/or Training	Work Experience
1. Policy Specialist/Analyst (Team lead)	Health systems, Strategic Planning or monitoring and evaluation Educ/post-grad training on Nutrition, Medicine, Public health, Child health an advantage	At least 8 years of experience in Planning/Policy Development, Health Systems Strengthening
2. Data/Systems Specialist	Information Management, ICT, Statistics	At least 2 years of experience with practical and operational knowledge on info systems and government statistical system
3. Nutrition Specialist	Nutrition, Medicine, Public Health, Child Health, Nursing	At least 5 years of experience in Nutrition, Medicine, Public Health, Child Health with practical experience in nutrition-sensitive programming an advantage
4. Project Management Officer	Relevant fields	At least 5 years of experience in planning, project management, and monitoring training programs
5. Supportive Supervision/ Mentoring Specialist	Relevant fields	At least 5 years of experience in monitoring, supportive supervision, health systems strengthening

It is imperative that the team have on the ground presence, not at a distance, on tasks/activities that require the participation of regional / LGU staff in the phase 1, 2, and 3 of the project.

### Counterpart & Contact Person

This work is lodged under the NNC-Nutrition Surveillance Division.

#### Contact Persons for NNC

**Ms. Ellen Ruth F. Abella**, Nutrition Officer IV and OIC, Nutrition Surveillance Division, National Nutrition Council

Email: [ellen.abella@nnc.gov.ph](mailto:ellen.abella@nnc.gov.ph)

**Mr. Daniel G. Salunga**, Nutrition Officer II, Nutrition Surveillance Division, National Nutrition Council

Email: [dan.salunga@nnc.gov.ph](mailto:dan.salunga@nnc.gov.ph)

**Responsibilities of the NNC Nutrition Surveillance Division**

1. Assign a project coordinator to coordinate with the consultants and other partners, and be involved in the conduct of activities such as providing technical support and as observer in the field research
2. Through the NNC regional offices, assist in the coordination of KIIs/FGDs with LGUs,
3. Convene the NS-TWG and if needed, the NNC Technical Committee, as needed for consultation.
4. Review the acceptability of outputs and recommend approval to the NS-TWG and NNC Technical Committee.
5. Provide reference materials for the preparation of the inception report.
6. Evaluate the consultant's outputs.

**Contact Persons for UNICEF**

**Alice Nkoroi**, Nutrition Manager, UNICEF Philippines Email: [ankoroi@unicef.org](mailto:ankoroi@unicef.org)

**Frederich Christian S. Tan**, IM Officer, UNICEF Philippines Email: [fctan@unicef.org](mailto:fctan@unicef.org)

**CONDITIONS OF WORK**

UNICEF will not provide office space and computers for this consultancy. The institution must already have on hand or on its roster the personnel needed to complete the work.

Each expert is required to declare any interests that could constitute a real, potential or apparent conflict of interest with respect to his or her involvement in this work. Core to the selection of partners is a series of exclusionary criteria which refer to a number of industry sectors and business practices which are considered misaligned with UNICEF values and for these a policy of zero tolerance applies. Team members must have no affiliation or any previous work done for the following: Breast milk substitutes (BMS) and baby food manufacturers violating the BMS Code according to UNICEF standards; Tobacco; Alcohol; Weapons and core weapons components; Gambling; Pornography; Serious and repeated Human Rights, Labour Rights and Governance violations; Major and systemic environmental abuse; and Violations of UN Sanctions and UN Security Council Resolutions.

## ANNEX C

### TECHNICAL EVALUATION CRITERIA AND SCORING REFERENCE

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
<b>COMPANY EXPERIENCE</b>				
1. Years of experience of the institution in carrying out projects or researches related to data quality, data processing/analysis, monitoring, evaluation and policy analysis/development.	Previous work reports. Researches, Project reports, reference letters etc.	7 years or more experience	6	6
		5 - 6 years' experience	4	
		3 - 4 years' experience	2	
		Less than 3 years' experience	0	
2. Relevant work experience in implementing projects in the various Regions of the Philippines.	Location details, partners in the region etc.	Coverage in 5 or more Regions in all Major Island groups	5	5
		Coverage in 3-4 Regions in all Major Island groups	3	
		Coverage in 1 - 2 Regions	1	
		Coverage in 0 Regions	0	
3. Experience working with multi-stakeholders from the public and private sector, funding agencies,	Proposal showing experience in conducting projects and other work for the Philippine Government,	Yes	3	3
		No	0	

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
development partners and the academe, projects either with the Philippine Government, UN and/or other international organizations	United Nations and/or other Local and international organizations			
4. Experience on implementing projects related to nutrition assessment, (i.e. anthropometric assessments, OPT) and other projects in other related fields (health, agriculture, food security)	Examples of such work (eg: reports, evaluations, reference letters etc.)	3 or more examples provided, with 5 years of relevant work	7	7
		2 or more examples provided, with 5 years of relevant work	5	
		1 or more examples provided, with 5 years of relevant work	3	
		3 or more examples provided, with less than 5 years of relevant experience	1	
		1 to 2 examples provided, with less than 5 years of relevant experience	0	
5. Experience in developing IECs (Booklets, Instructional videos, briefers, posters) Infographics, training manuals, and tools for data quality audit	Reports / examples of IEC, Infographics, training manuals and tools for data quality audit tools were developed	3 examples or more provided, showing experience in developing: IECs (Booklets, Instructional videos, briefers, posters, posters) Infographics, training manuals, and tools for data quality audit tools	3	3
		2 examples provided, showing experience in developing: IECs (Booklets, Instructional videos, briefers, posters, posters) Infographics, training manuals, and tools for data quality audit tools	2	
		1 example provided, showing experience in developing of any of the following: IECs (Booklets, Instructional videos, briefers, posters, posters) Infographics, training manuals, and	1	

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
		tools for data quality audit tools		
		No example provided	0	
6. Experience in conducting trainings (training of trainers) and capacity building activities using data quality audit tools, nutrition assessment tools and other nutrition related trainings for the Philippine Government and other local/international agencies.	Examples of such work (eg: Assessments, evaluation reports, analyses etc.)	5 or more of years' experience in conducting trainings and developing training designs for the Philippine Government and other local/international agencies.	5	5
		3 more years of experience in conducting trainings and developing training designs for the Philippine Government and other local/international agencies.	3	
		2 or more years' experience in conducting trainings and developing training designs for the Philippine Government and other local/international agencies.	1	
		Less than 1-year experience in conducting trainings and developing training designs for the Philippine Government and other local/international agencies.	0	
7. Proven high quality report writing in English	Reports presenting high level of proficiency in report writing in English	3 examples of High Quality Reporting	4	4
		2 examples of High Quality Reporting	3	
		1 example of High Quality Reporting	2	
		No examples of High Quality Reporting	0	

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
<b>PROPOSED TEAM EXPERIENCE</b>				
8. Experience of the team leader in similar projects	CV/portfolio of team leader	Team leader having experience of minimum of 20 years; with work on the following: (1) data quality audits, (2) nutrition assessment, (3) capacity building, training and/or (4) development, and related researches in health, agriculture, food security	5	5
		Team Leader having experience of at least 15 years but less than 20 years: with work on the following: (1) data quality audits, (2) nutrition assessment, (3) capacity building, training and/or (4) development, and/or related researches in health, agriculture, food security.	4	
		Team leader having experience of at least 10 years but less than 15 years: with work on the following: (1) data quality audits, (2) nutrition assessment, (3) capacity building, training and/or (4) development, and/or related researches in health, agriculture, food security.	2	
		Team leader having combined experience of at least 5 years but less than 10 years: with experience on the following: (1) data quality audits, (2) nutrition assessment, (3) capacity building, training and/or (4) development, and/or	1	

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
		related researches in health, agriculture, food security.		
		Team leader having combined experience of less than 5 years; with experience in some of the following: (1) data quality audits, (2) nutrition assessment, (3) capacity building, training and/or (4) development, and/or related researches in health, agriculture, food security.	0	
9. Combined average years of experience of the team members in conducting data quality audits, nutrition assessment, capacity building, training and development, and/or related researches in health, agriculture, food security.	CVs of team members	The team members having combined average experience of minimum of 20 years work experience in conducting data quality audits, nutrition assessment, capacity building, training and development, and/or related researches in health, agriculture, food security.	6	6
		The team members having combined average experience of a minimum of 15 years work experience in conducting data quality audits, nutrition assessment, capacity building, training and development, and/or related researches in health, agriculture, food security.	4	
		The team members having combined average experience of a minimum of 10 years work experience in conducting data quality audits, nutrition	2	

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
		assessment, capacity building, training and development, and/or related researches in health, agriculture, food security.		
		The team members having combined average experience of less than 7 years work experience in conducting data quality audits, nutrition assessment, capacity building, training and development, and/or related researches in health, agriculture, food security.	0	
10. Qualifications of the individual team members	CVs of team members	4 team members or more have university degrees/advance university degrees or equivalent (fields related to data science, information management, nutrition, health, agriculture).	6	6
		3 team members or more have university degrees/advance university degrees or equivalent (fields related to data science, information management, nutrition, health, agriculture).	4	
		Less than 2 team members or more have university degrees/advance university degrees or equivalent (fields related to data science, information management, nutrition, health, agriculture).	0	
<b>METHODOLOGY</b>				

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
11. A detailed description of the proposed methodology, describing the approach that will be taken to deliver each expected outputs with quality including a description of activities, envisaged working modalities, which stakeholders are sought to be involved and how stakeholder involvement will be secured (the methodology shall be in accordance with the Terms of Reference).	A description of the proposed methodology	The proposed methodology thoroughly describes the envisaged approach taken to deliver the outputs, including a detailed description of activities, working modalities, stakeholders and strategies to secure stakeholder involvement	12	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, stakeholders and strategies to secure stakeholder involvement	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, stakeholders and strategies to secure stakeholder involvement	4	
		No methodology or description of activities provided	0	
12. A description of strategies for monitoring and evaluation, with appropriate quality control mechanisms to anticipate and manage risks including project delays, increased costs and others.	A description of the proposed monitoring strategies and quality control mechanisms	The proposed methodology thoroughly describes the strategies for monitoring with appropriate quality control mechanisms to anticipate and manage risks	8	8
		The proposed methodology provides a satisfactory description of the strategies for monitoring with	6	

TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
		appropriate quality control mechanisms to anticipate and manage risks		
		The proposed methodology provides a partial description of the strategies for monitoring with appropriate quality control mechanisms to anticipate and manage risks	4	
		No methodology or description of M&E strategies/activities provided	0	
<b>TOTAL TECHNICAL SCORE</b>				<b>70</b>

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.*

<b>A. PROFESSIONAL FEES</b>					
	<b>Position</b> <i>(Team composition and positions of the team)</i>	<b>No. Of Personnel</b>	<b>Unit Rate</b>	<b>No. of Man Months</b>	<b>Total</b>
1					
2					
		<b>Total (A)</b>			
<b>B. TRAVEL AND WORKSHOP COSTS</b>					
		<b>Pax</b>	<b>No. of Times</b>	<b>Unit Rate</b>	<b>Total</b>
1					
		<b>Total (B)</b>			
<b>C. OPERATING EXPENSES AND PRODUCTION COSTS OF PROPOSED COMMUNICATION MATERIALS</b>					
1					
2					
		<b>Total (C)</b>			
<b>D. ADMINISTRATIVE/MANAGEMENT FEE <i>(Please indicate computation)</i></b>					
		<b>Amount</b>			<b>Total</b>
1					
		<b>Total (D)</b>			
<b>GRAND TOTAL (Philippine Peso), exclusive of all taxes for local/Philippine-based vendors</b>					
<b>(US Dollar for all international vendors)</b>					

\*Payment will be based on the progress billing per indicated schedules in Annex I

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 Technical Support to NNC in the Development of Data Quality Audit Protocol for the Operation Timbang Plus (OPT Plus) and Updating of Implementing Guidelines [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](mailto: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](mailto:mgcalderon@unicef.org); [jpperez@unicef.org](mailto:jpperez@unicef.org). The deadline for receipt of any questions is **19 January 2021** (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:

27 January 2021, 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](http://www.unicef.org/supply/index_procurement_policies.html) ;
- Review the UNICEF policies publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html). In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and 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](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](http://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.