

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

**Recherche d'un consortium/institution/bureau d'études
Projet « Chaque enfant a le droit à une famille »
Appui à la désinstitutionalisation des enfants privés de milieu familial**

Dans le cadre du projet « Chaque enfant a droit à une famille », financé par la Coopération italienne qui a été mise en place, le bureau de l'UNICEF en Tunisie lance un appel d'offre international pour la recherche d'un consortium/institution/bureau d'études pour organiser et capitaliser les informations, les connaissances et les recommandations générées par les différentes expériences, les différents travaux de recherche, d'évaluation et d'enquête effectués dans le domaine des enfants privés de milieu familial (placement en institution, placement familial, désinstitutionalisation...), l'analyse des meilleures pratiques et normes nationales et internationales. Une attention particulière sera portée à l'expérience des structures accueillant les enfants (CIJE, Centres de protection des enfants, Centres d'encadrement et d'Orientation sociale, l'INPE, les pouponnières à travers le RAET, L'Association SOS des Villages d'Enfants Tunisie, et l'association Amal pour la famille et l'enfant) en la matière

SEALED bids should be sent to:

UNICEF Tunisie
Atn : Chargé des Opérations
UNICEF, 58 avenue Taher Ben Achour
1082 Mutuelleville
Tunis - Tunisie

EMAILED bids should be sent to:

supplytunisia@unicef.org

IMPORTANT - ESSENTIAL INFORMATION

The reference RFPS-2016-013 must be shown on the envelope containing the bid. Bids must be sent separately and must not be included in packages containing samples.

The Invitation to Bid for Services form must be used when replying to this invitation.

Bids must be received at the above address by latest 17:00 hours (Tunis time) on **4 January 2017** and will be opened at 10:30 hours (Tunis time) on **5 January 2017**. Bids received after the stipulated date and time will be invalidated.

It is important that you read all the provisions of the Invitation to Bid for Services to ensure that you understand and comply with the UNICEF's requirements. Note that failure to comply may result in invalidation of your bid

NB : Due to the nature of this Request for Proposal for Services, there will be no public opening of proposals.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

PREPARE PAR: _____ **Date** _____

Anissa Daboussi
(To be contacted for additional information)
Email: adaboussi@unicef.org

VALIDE PAR: _____ **Date** _____
Aida Ghorbel

APPROUVE PAR _____ **Date** _____

Lila Pieters
Représentante

INDEX

INDEX..... 3

PROPOSAL FORM..... **4**

1. PROCEDURES AND RULES **5**

1.1 ORGANIZATIONAL BACKGROUND; SPECIFIC PROJECT SITUATION 5

1.2 PURPOSE OF THE RFPS 5

1.3 WORK ASSIGNMENTS AND TERM OF REFERENCE 5

1.4 FORECAST SCHEDULE 5

1.5 RFPS RESPONSE FORMAT 6

1.6 PROPOSER RESPONSE 7

1.7 CONFIDENTIAL INFORMATION 8

1.8 PROPOSAL OPENING 8

1.9 RIGHTS OF UNICEF 9

1.10 PROPERTY OF UNICEF 9

1.11 VALIDITY 9

1.12 GENERAL CONTRACTUAL TERMS AND CONDITIONS 10

1.13 FULL RIGHT TO USE 10

1.14 PAYMENT TERMS 10

2. INSTRUCTIONS TO PROPOSERS **10**

2.1 MARKING AND RETURNING PROPOSALS **10**

2.2 TIME FOR RECEIVING PROPOSALS 10

2.3 WITHDRAWAL 10

2.4 CURRENCY OF PROPOSALS 10

2.5 ERROR IN PROPOSALS 10

2.6 REQUEST FOR INFORMATION 11

3. PROPOSAL EVALUATION CRITERIA..... **11**

3.1 EVALUATION PROCESS 11

3.2 MANDATORY REQUIREMENTS 11

3.3 OVERALL EVALUATION GRID 12

3.4 TECHNICAL EVALUATION 12

3.5 TECHNICAL PASS CRITERIA 12

3.6 FINANCIAL EVALUATION 12

3.7 VERIFICATION PROCESS 13

3.8 UNETHICAL BEHAVIOUR 13

3.9 CORRUPT AND FRAUDULENT PRACTICES 13

PROPOSAL FORM

THIS PAGE/PROPOSAL FORM must be completed, signed and returned to UNICEF.
Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services.

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this Request for Proposal for Services shall incorporate (a) relevant provisions of the UNICEF Generic General Terms and Conditions for Institutional Contracts for Services; and (b) any Specific Terms and Conditions detailed in this Request for Proposal for Services.

INFORMATION

The Undersigned, having read and understood **RFPS-TUNA-2016-013**, and having accepted the terms and conditions set out in this Request for Proposal for Services, hereby offers to supply the services specified in the Appendices to this Request for Proposal for Services at the fee or fees quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in this Request for Proposals for Services.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

Validity of Offer _____

Currency of Offer: _____

(US dollars)

No Price Proposal value details are to be included within this form.

Please indicate, after having read UNICEF Payment Terms, which of the following Payment Terms are offered by you:

10 Days, 3.0%___ 15 Day, 2.5%__ 20 Days, 2.0%___ 30 Days, Net__ Other Discounts: _____

1. PROCEDURES AND RULES

1.1 ORGANIZATIONAL BACKGROUND; SPECIFIC PROJECT SITUATION

UNICEF is the agency of the United Nations mandated to advocate for the protection of children’s rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children’s rights as international standards of behaviour towards children. UNICEF’s role is to mobilise political will and material resources to help countries ensure a “first call for children”. UNICEF is committed to ensuring special protection for the most disadvantaged children. UNICEF carries out its work through its headquarters in New York, eight regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF’s thirty-seven national committees in industrialised countries raise funds and spread awareness about the organisation’s mission.

1.2 PURPOSE OF THE RFPS

The purpose of this Request for Proposal for Services (this “RFPS”) is to solicit proposals for

**« Recherche d’un consortium/institution/bureau d’études
Projet « Chaque enfant a le droit à une famille »
Appui à la désinstitutionalisation des enfants privés de milieu familial»**

1.3 WORK ASSIGNMENTS and TERM OF REFERENCE

The work assignment and the Term of Reference is part of this RFP and included in the Annexe 1.

1.4 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

A. RFP opened for bids	14 December 2016
B. Technical and Cost proposals received not later than 17:00 p.m,	04 January 2017
C. Opening of Bids received - Technical	05 January 2017
D. Opening of Bids received - Financial	09 January 2017
E. Internal review and selection process completed	25 January 2017
F. Award of contract	27 January 2017
G. Proposed commencement date	01 February 2017
H. Proposed completion date	31 Juillet 2017

It is understood that UNICEF Tunis Country office reserve the right to alter this schedule according to its own needs.

1.5 RFPS RESPONSE FORMAT

Proposals should be submitted in FRENCH and must be received no later than **4 January 2017 by 17:00 hours** Tunis time. Bidders have the options to submit their proposals via ONE of the following TWO channels:

1. By Hand or By Mail
2. By Email

Option One - By Hand or By Mail

Full proposals should be submitted in French in one original hard copies duly signed and dated. An electronic version on CD should also be included (optional). Proposers must submit a sealed proposal, ensuring separate envelopes for the Technical Proposal and the Price Proposal. The Price Proposal must be submitted in a sealed envelope separate from the rest of the proposal. Prices or rates shall not appear in any other part of the technical proposal

SEALED PROPOSALS must be securely closed in the Proposal Envelope, clearly MARKED on the outside with the PROPOSAL NUMBER: RFP-2016-008 and dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE stated above and on the front of the RFPS. Sealed proposals should be sent to:

UNICEF Tunisie

Atn : Chargé des Opérations
UNICEF, 58 avenue Taher Ben Achour
1082 Mutuelleville
Tunis - Tunisie

Réf : **RFPS-2016-013**

Recherche d'un consortium/institution/bureau d'études
Projet « Chaque enfant a le droit à une famille »
Appui à la désinstitutionalisation des enfants privés de milieu familial

Proposals received in any other manner may be INVALIDATED

The Proposal Envelope must contain two separate sealed envelopes, one containing the Price Proposal and one containing the Technical Proposal. Each of the two must be clearly marked with the Proposal Number and Type, i.e. either Technical Proposal or Price Proposal.

In the sealed envelope named "**RFPS-2016-013 - Technical Proposal**" the Proposer must submit one Hardcopy and one electronic PDF version on CD (optional), of the Technical Proposal.

In the sealed envelope named "**RFPS-2016-013 - Price Proposal**" the Proposer must submit one hardcopy and one electronic PDF version on CD (optional), of the Price Proposal.

Proposals must be signed by an authorized representative of the proposer's company

Option Two - By Email

Submissions via email must be submitted to the following email address ONLY (**NO COPYING TO OTHER UNICEF EMAIL ADDRESSES**):

supplytunisia@unicef.org

Submissions to other email addresses will NOT be accepted. The proposals should be attached to the email submission and all attachments should be in a non-editable format (e.g. PDF).

The following must be clearly stated in the subject line of the email:

- a. Proposal Number
- b. Title of RFP
- c. Company Name

Please ensure that the Technical Proposal is in a separate file from the Financial Proposal and in the body text please clearly indicate the contents of the attachments.

Please note that the maximum file size of your submission should be limited to 10MB per email to ensure proper delivery to our inbox.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The proposer must provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in the Terms of Reference to allow the evaluation team to make a fair assessment of the proposers and their proposals.

Offers delivered at a different address or in a different form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

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

1.6 PROPOSER RESPONSE

A. Formal submission requirements

The formal submission requirements as outlined in this RFPS must be followed, e.g. regarding form and timing of submission.

B. Proposal Form

The completed and signed Proposal Form must be submitted together with the Proposal to UNICEF Tunis Office, Bid Section at the address stated on the front page of this RFPS.

C. Mandatory criteria

All mandatory (i.e. “must”/”have to”/”shall”/”will”) criteria mentioned throughout this RFPS have to be addressed and met in the Proposal.

D. Technical Proposal

The Technical Proposal should address all aspects and criteria outlined in this Request for Proposal, especially in The Terms of Reference detailed in Annex 1 of this Request for Proposal. UNICEF welcomes new ideas and innovative approaches. Technical Proposals must be complete and provide all relevant support documentation to

enable the RFP Evaluation Team to adequately assess and evaluate the Proposal

At a minimum, the Technical Proposal must include:

- Completed profile form provided in Annex 4
- Physical Location of offices with telephone, fax and e-mail address.
- Description of the services offered.
- Information on the expertise and capabilities of the organization submitting the proposal.
- Number of employees and organizational chart
- Please provide in a tabular form the number of teams you will form for this contract.
- Use a Gantt chart for each team to indicate the projected timeframe of, in what time you intend to complete the works
- Expertise and experience of proposed personnel
- CVs of key personnel to be involved in implementation of the Contract. List of current clients with particular emphasis on international and humanitarian organizations.
- Compliance with UNICEF General Terms and Conditions (signed Proposal Form, page 4 of RFP.)

No price information shall be contained in the technical proposal.

E. Fee Proposal

The contractor's financial proposal shall be prepared using the forms provided in Annex 5. It shall list all prices associated with the assignment, including remuneration for Personnel and travel expenses. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.

1.7 CONFIDENTIAL INFORMATION

Any Information which the Proposer considers proprietary should be clearly marked, by including the word "Proprietary" in the left hand margin next to the relevant part of the text. The UNICEF evaluation team will treat such information accordingly.

1.8 PROPOSAL OPENING

There will not be a public opening of the Technical Proposal. The Technical Proposals will be opened by a internal UNICEF Bidding Committee at the stipulated date and time mentioned above. Acknowledgments of Proposals from participating Institutions/Contractors will be communicated in writing by November 7, 2016. All Proposals will then be reviewed by a Technical Evaluation Panel.

The Financial Proposals will be combined with the evaluation results of the Technical Proposal for a final adjudication to identify the Best and Final Offer (BAFO) no later than November 16, 2016.

1.9 RIGHTS OF UNICEF

UNICEF reserves the right to accept any Proposal, in whole or in part; or, to reject any or all Proposals. UNICEF reserves the right to invalidate any Proposal received from a Proposer which, in the opinion of UNICEF, has previously failed to perform satisfactorily or properly or to complete a contract on time, or any Proposal received from a Proposer which, in the opinion of UNICEF, is not in a position to perform the contract to be awarded as a result of this procurement action. UNICEF shall not be held responsible for any cost incurred by any Proposer in connection with this RFPS. The Proposer agrees to be bound by the decision of UNICEF as to whether its Proposal meets the requirements stated in this RFPS. Without limiting the generality of the rights set out above, UNICEF expressly reserves the right to, and by submitting its Proposal the Proposer expressly accepts UNICEF's right to:

- contact any or all references supplied by the Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with any, some, or all of the Proposer(s), individually or collectively;
- reject any or all Proposals;
- accept any Proposal in whole or in part;
- negotiate with the Proposer or Proposers which has or have, as the case may be, attained the best rating/ranking in the evaluation of Proposals;
- award contracts to such number of Proposers as, in UNICEF's opinion, is required to achieve the overall objectives of this RFPS.

By submitting a Proposal, the Proposer agrees to accept the decision of UNICEF as to whether the Proposal meets the requirements stated in this RFPS.

1.10 PROPERTY OF UNICEF

This RFPS, along with any responses thereto, shall be considered the property of UNICEF and the Proposals will not be returned to the Proposers.

1.11 VALIDITY

Proposals should be valid for a period of not less than 90 days after proposal opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their proposal, as UNICEF may issue contracts against the most responsive evaluated proposal if requests for identical services are received from our offices/divisions during the proposal validity period. UNICEF may also request the validity period to be extended.

1.12 GENERAL CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Generic General Terms and Conditions for Institutional Contracts for Services are attached [Annex 2]. The relevant provisions of these Generic General Terms and Conditions, together with any designated Special Terms and Conditions [Annex 2], will form part of any contract resulting from this RFPS.

1.13 FULL RIGHT TO USE

The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF's or any implementing partner's rights to use, dispose of or, otherwise, deal with any of the goods that are the subject of this RFPS.

1.14 PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The terms of payment are payment of the uncontested part of any invoice "Net 30 days", after receipt of invoice and proof of delivery. Payment will be effected by bank transfer in a local currency. Proposers may offer early payment discounts, i.e. payment within a specified period of time faster than UNICEF's standard payment term of Net 30 days.

2. INSTRUCTIONS TO PROPOSERS

2.1 MARKING AND RETURNING PROPOSALS

Proposer must refer to the "RFPS RESPONSE FORMAT" section 1.5

2.2 TIME FOR RECEIVING PROPOSALS

Proposals received prior to the stated closing time and date will be secured by Bid Section until the specified deadline for submission of Proposals, at which time the Officer of the Bid Section will open the Proposals and no Proposal received thereafter will be considered.

UNICEF will accept no responsibility for the premature opening of a Proposal not properly addressed or identified. Modification of Proposals already submitted will be considered if received BY courier prior to the closing time and date. All modifications to and possible withdrawals of Proposals must be sent as per format proposal - section 1.5

2.3 WITHDRAWAL

Proposals may be withdrawn at any time during the open period of the RFPS, but withdrawal of final submitted Proposals is not possible after the stated closing time of the RFPS. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

2.4 CURRENCY OF PROPOSALS

Fee proposals **must** be stated in [US Dollars].

2.5 ERROR IN PROPOSALS

Proposers are expected to examine all schedules and all instructions pertaining to the work or Proposal. Failure to do so will be at the Proposer's own risk.

2.6 REQUEST FOR INFORMATION

All requests for formal clarification or queries on this RFPS must be submitted in writing to:

- Anissa Daboussi, adaboussi@unicef.org

Only written inquiries will be entertained. Please make sure that the e-mail mentions the RFPS reference number. Please be informed that if the question is deemed of common interest to all possible Proposers, the answers will be shared with all invitees.

3. PROPOSAL EVALUATION CRITERIA

3.1 EVALUATION PROCESS

The established evaluation process and steps for finalising this procurement are:

- (a) RFPS Mandatory Requirements. UNICEF will only evaluate Proposals complying with the four mandatory requirements set out in section 3.2 below.
- (b) Proposal Technical evaluation. Proposals passing the minimum technical pass score will continue into the Commercial evaluation.
- (c) Proposal Financial evaluation. The lowest fee Proposal will be awarded the full score assigned to the commercial proposal i.e. 30 points.
- (d) Recommendation. The recommendation for award of contract will be based on best combination of technical and price score.
- (e) Final award and contracts. Based on verified nominations, contracts negotiations will be initiated with one or more successful Proposer(s).

The UNICEF evaluation team will be composed of technical staff from UNICEF. The evaluation team will first evaluate each Proposal for compliance with the 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 provision of all required information, may result in a Proposal being disqualified from further consideration.

3.2 MANDATORY REQUIREMENTS

A Proposal MUST meet the following requirements. Documents to support these requirements must be submitted with the Proposal.

Legal Status

The Contractor shall attach a copy of its letter of incorporation, or other such document, indicating its legal status, as well as any other document showing that it intends to associate, or it has associated with, the other associates who are submitting a joint proposal. In case the Consultant is a joint venture, letters of incorporation, or other such documents, shall be attached for all associates of the joint venture.

Financial Criteria

The Contractor shall provide evidence showing that its liquid assets and access to credit facilities are adequate for this RFPS.

3.3 OVERALL EVALUATION GRID

Each Proposal will be evaluated against a weight allocation of [60%] for the technical proposals and [40%] for the fee proposal. The total maximum obtainable points is 100.

Technical Proposal	Fee Proposal
[70] points	[30] points

The UNICEF evaluation team will select the Proposal which is of high quality, clear and meets the stated requirements and offers the best combination of technical and price score.

3.4 TECHNICAL EVALUATION

The Technical evaluation is part of this RFP and included in the Annexe3

3.5 TECHNICAL PASS CRITERIA

The minimum technical score required to pass is 70 points

3.6 FINANCIAL EVALUATION

The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions that 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.:

$$\text{Score for price proposal X} = \frac{\text{Max. score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

At this point, the most favorable proposals will be selected for short-listing. The proposers on the short list may be given the opportunity to give UNICEF an oral presentation in order to be asked detailed questions for clarification of their proposals

3.7 VERIFICATION PROCESS

It is expected that during the evaluation, UNICEF will be requesting clarifications from Proposers.

UNICEF will not divulge nor discuss the Proposals and merits except with the Proposer who made the Proposal.

To ensure fairness towards all Proposers, the established technical evaluation criteria will be the basis for the evaluation; however, it is envisioned that the final evaluation may contain conclusions not only deriving from the method grid.

3.8 UNETHICAL BEHAVIOUR

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

3.9 CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

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

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

Statement of work and Terms of Reference**Recherche d'un consortium/institution/bureau d'études****Projet « Chaque enfant a le droit à une famille »****Appui à la désinstitutionalisation des enfants privés de milieu familial****TERMES DE REFERENCE****1. Contexte et justification**

Le préambule de la Convention des droits de l'enfant prévoit que : « l'enfant pour assurer le développement total et harmonieux de sa personnalité doit grandir dans un environnement familial dans une atmosphère de bien-être, amour et compréhension ».

Dans son article 20, la Convention se focalise sur les enfants qui grandiront sans milieu familial en statuant que « tout enfant qui est temporairement ou définitivement privé de son milieu familial, ou qui dans son propre intérêt ne peut être laissé dans ce milieu, a droit à une protection et une aide spéciales de l'Etat ».

L'Assemblée Générale des Nations Unies a adopté en février 2010 la Résolution 64/142 portant sur les lignes directrices relatives à la protection de remplacement pour les enfants. Les lignes directrices donnent des orientations aux Etats membres des Nations Unies pouvant servir de fondement aux politiques et aux pratiques notamment pour assurer le maintien ou le retour de l'enfant dans sa famille ou à défaut pour trouver une autre solution appropriée et permanente.

Le Comité des Nations Unies sur les Droits des Enfants a identifié la prise en charge par la famille élargie ou par d'autres personnes proches de la famille comme l'option la plus appropriée. Si cette option n'aboutit pas, une alternative comme l'adoption ou le placement dans une famille d'accueil est préférable. Le comité déclare que la prise en charge institutionnelle doit être considérée comme « l'option de dernier choix ».

Tous les standards internationaux des droits de l'enfant ainsi que les spécialistes du développement de l'enfant sont unanimes sur le fait que le placement en institution n'est pas la solution idéale pour répondre à la problématique des enfants sans soutien familial. C'est le milieu familial qui offre l'environnement le plus approprié au développement moral, psychologique et émotionnel dont ces enfants ont besoin.

En Tunisie, la privation de milieu familial concerne plusieurs catégories d'enfants : enfants nés hors mariage, enfants appartenant à des familles vulnérables, disloquées, enfants maltraités, menacés, enfants porteurs de handicaps.

Dans ses observations finales, suite à l'examen du troisième rapport périodique de la Tunisie sur la mise en application de la CDE, le Comité des Droits de l'Enfant constate que le nombre total des enfants placés en institution n'a pas affiché de tendance sensible à la baisse. Il s'inquiète du nombre très élevé d'enfants nés hors mariage placés en institution et rappelle que l'institution ne peut pas remplacer le milieu familial qu'il soit naturel ou de remplacement.

Les organismes gouvernementaux et les organisations de la société civile œuvrant dans le domaine de la protection depuis près d'une décennie mènent des efforts pour la désinstitutionnalisation de ces enfants. Ainsi, plusieurs initiatives ont été prises :

- Un projet de Désinstitutionnalisation a été entamé en 2002 par le Ministère des Affaires sociales (INPE), et l'expérience a touché la zone de la Manouba où l'on a compté 223 familles d'accueil et 303 actes de placement. Ce nombre n'a ensuite cessé de baisser pour atteindre 185 familles en 2008 et 59 aujourd'hui.
- Une stratégie de communication a été élaborée en 2008 dont l'objectif était d'augmenter le nombre des familles candidates au placement familial ; diversifier leurs statuts socio-économiques et étendre leur implication régionale.
- En se référant à la loi n°6747 du 21 novembre 1967 relative au placement familial, le ministère des Affaires sociales a promulgué le premier arrêté en date du 25 septembre 1978 relatif à l'octroi de subventions aux familles d'accueil. Cet arrêté a été modifié à quatre reprises pour augmenter le montant de cette subvention.
- De son côté, le MFFE a commencé un programme de placement familial ou de retour chez les familles d'origine pour les enfants placés dans les CIJE pour causes de difficultés économiques moyennant une subvention et un suivi dans le milieu familial et a promulgué en 2012 la circulaire n°5 du 5 juillet 2012 relative au placement familial des enfants des CIJE et l'arrêté du 11 mars 2015 fixant le montant de l'indemnité financière au profit des enfants bénéficiant du placement familial.

2. Justification de la consultation

Malgré ces initiatives, de nombreux enfants sans soutien familial sont encore placés dans des structures d'accueil (INPE, unités de vie, centre socio-éducatif Essanad, les centres de protection des enfants et les centres intégrés de la jeunesse et de l'enfance, etc.). C'est dans ce cadre que le projet « Chaque enfant a droit à une famille », financé par la Coopération italienne, a été mise en place. Une stratégie nationale de désinstitutionnalisation s'avère être une nécessité urgente, afin d'aider à mieux gérer les problèmes liés au placement des enfants et à assurer l'orientation des enfants vers un milieu familial naturel ou de substitution pour leur offrir une vie saine et équilibrée assurant leur développement.

Afin de capitaliser sur l'expérience de la Tunisie en matière de Désinstitutionnalisation, il semble nécessaire de partir d'un état des lieux et d'une analyse de la situation détaillée. Cette analyse permettra de partir de l'existant afin de rédiger une stratégie nationale qui donnera une vision globale et partagée par tous les acteurs concernés. Les différents partenaires du projet s'accordent sur l'urgence de la situation et la nécessité de définir une stratégie nationale et un plan d'action concret, accompagnés d'un plan de communication, afin de répondre aux besoins des enfants privés de soutien familial.

3. Objectifs :

Cette consultation vise dans un premier temps à organiser et capitaliser les informations, les connaissances et les recommandations générées par les différentes expériences, les différents travaux de recherche, d'évaluation et d'enquête effectués dans le domaine des enfants privés de milieu familial (placement en institution, placement familial, désinstitutionnalisation...), l'analyse des meilleures pratiques et normes nationales et internationales. Une attention particulière sera portée à l'expérience des structures accueillant les enfants (CIJE, Centres de protection des enfants, Centres d'encadrement et d'Orientation sociale, l'INPE, les pouponnières à travers le RAET, L'Association SOS des Villages d'Enfants Tunisie, et l'association Amal pour la famille et l'enfant) en la matière. Dans un second temps, l'objectif est de mener une série de consultations pour la réflexion stratégique avec toutes les parties prenantes afin de développer une stratégie nationale et un plan d'action de désinstitutionnalisation.

- Objectif global de la consultation :

Elaborer de façon participative une stratégie nationale de désinstitutionnalisation, par la priorisation et l'opérationnalisation des recommandations collectées, et la prise en compte des priorités des parties prenantes. Cette stratégie nationale sera accompagnée de son plan d'action global et d'un plan d'action de communication.

- Objectifs spécifiques de la consultation :

1) Analyse de la situation et évaluation des expériences passées - capitaliser un recueil multidisciplinaire en la matière

- o Recueillir la littérature sur les expériences menées et la législation en matière de désinstitutionnalisation en Tunisie
- o Effectuer une évaluation sur les acquis ainsi que les contraintes émanant de l'expérience de désinstitutionnalisation des structures publiques et associatives
- o Effectuer une étude des coûts de prise en charge des différentes options de placement
- o Approfondir les connaissances sur la situation des enfants privés de milieu familial en Tunisie et identifier des bonnes pratiques nationales et internationales

2) Elaboration de la stratégie

- o Consultation des intervenants, des décideurs, des populations concernées
- o Prise en compte des conclusions du travail de recherche et d'évaluation préliminaires
- o Définition des axes de la Stratégie
- o Rédaction de la stratégie

3) Elaboration d'un plan d'action détaillé

- o Préparation d'un plan d'action réaliste et élaboré avec les différents acteurs, y compris les phases de transition à court, moyen et long terme
- o Rédaction d'un chronogramme incluant calendrier détaillé, les responsabilités des partenaires, les résultats attendus, les milestones et les indicateurs de suivi de la performance
- o Développer des outils de suivi et d'évaluation de la mise en œuvre de la stratégie et de son plan d'action

4) Elaboration d'un plan de communication accompagnant la stratégie nationale et le plan d'action global

- Etudier au préalable les ressources existantes et le potentiel à exploiter pour la mise en œuvre de cette stratégie (recherche documentaire, travaux de communication effectués par le passé, entretiens avec des enfants, familles, institutions, universités, médias, secteur associatif...) en vue d'élaborer l'état des lieux, l'analyse des groupes participants et les comportements à promouvoir (cf. objectif 1)
- Identifier les moyens et méthodes appropriés pour communiquer les axes de la stratégie nationale
- Elaborer un plan de communication pour la promotion du changement social et de comportement pour améliorer le suivi et la réinsertion sociale des enfants privés de milieu familial et promouvoir le placement familial y compris un plan de mise en œuvre comportant les résultats communicationnels contribuant au changement, les indicateurs pour mesurer l'avènement des résultats attendus, et le chronogramme détaillé d'activités, le budget estimé, les responsabilités entre les partenaires à impliquer et les besoins de support de communication
- Identifier et appuyer le développement des matériels de communication à produire pendant la période couverte par le contrat (pour les enfants, leurs familles et professionnels éducatifs, sociaux et psychosociaux, institutions médicales, justice, médias, secteur bénévole, universités, etc.)
- Élaborer un cadre logique pour suivre et évaluer la mise en œuvre du plan de communication

4. Résultats attendus

1) Une stratégie nationale et un plan d'action de désinstitutionalisation et de prise en charge des enfants privés de milieu familial (enfants nés hors mariage, enfants appartenant à des familles vulnérables, disloquées, enfants maltraités, menacés, enfants porteurs de handicaps) sont développés et leur mise en œuvre est suivie en favorisant les solutions non-institutionnelles (adoption, placement familial ou retour des enfants dans leur famille biologique)

2) Une plan de communication institutionnel et pour le changement social est prévu, accompagnant la Stratégie nationale de désinstitutionalisation et le plan d'action global

5. Tâches du consortium & livrables attendus

Description des tâches	Livable(s) attendu(s)
1. Analyse de la situation	
1.1. Revue de la littérature (études, enquêtes, rapports...) produite dans le domaine de la prise en charge des enfants privés de milieu familial (placement en institution, placement familial, désinstitutionalisation...) ; bonnes pratiques internationales	<p>a) Un recueil de la littérature existante. Dans un souci d'harmonisation du référencement bibliographique, un canevas est proposé mentionnant : l'auteur, l'année de réalisation, le titre, le nombre de pages et le type de travail (étude, enquête, article...)</p> <p>+ présentation powerpoint de la revue de littérature</p>

1.2. Revue de la situation juridique et législative références juridiques tunisiennes et internationales en la matière	b) Etude incluant les recommandations sur les nécessaires/potentiels changements législatifs à effectuer + présentation power point de la revue juridique
1.3. Evaluation des expériences passées en Tunisie (CIJE, Centres de protection des enfants, Centres d'encadrement et d'Orientation sociale, l'INPE, les pouponnières à travers le RAET, L'Association SOS des Villages d'Enfants Tunisie, et l'association Amal pour la famille et l'enfant) A travers des ateliers nationaux et régionaux, focus groups pour les enfants bénéficiaires, les enfants pensionnaires, les professionnels et les familles biologiques et familles d'accueil, échantillonnage des différentes structures (Méthodologie OECD – DAC)	c) Rapport d'évaluation suivant les critères OECD DAC + présentation powerpoint
1.4. Etude des coûts de prise en charge selon les différentes options de placement	d) rapport d'analyse coûts/bénéfices, étude des coûts de prise en charge des différentes options de placement + présentation powerpoint
2. Elaboration de la stratégie nationale et du plan d'action :	
2.1. Conduite d'ateliers nationaux et régionaux et de focus groups incluant toutes les parties prenantes y compris les décideurs, la société civile, le secteur privé, les prestataires de service, les familles et les enfants	e) Document de compte rendu et restitution des ateliers et focus groups + présentation powerpoint
2.2. Elaboration à travers une méthodologie participative (au niveau national et régional) d'une stratégie nationale de désinstitutionalisation, incluant un plan d'action détaillé et opérationnel	f) Document de la stratégie et son plan d'action en annexe et son budget + présentation powerpoint
2.3. Animation d'une session de présentation de la stratégie à tous les partenaires pour approbation finale	g) Présentation et discussion sur le rapport avec les partenaires pour validation
3. Elaboration d'un plan de communication	
3.1. Elaboration d'un plan de communication à travers une méthodologie participative, qui concerne l'appui au suivi et à la réinsertion des enfants privés de milieu familial dans la famille et la communauté et pour la promotion du placement	h) Plan de communication en annexe de la Stratégie et du plan d'action global o Y compris un plan de mise en œuvre comportant les résultats communicationnels contribuant au

<p>familial et permettant l'adhésion à la stratégie nationale de Désinstitutionalisation</p> <p>(le consultant sera appelé à organiser des réunions avec le comité technique pour conduire un processus de planification participative avec tous les intervenants)</p>	<p>changement, les indicateurs pour mesurer l'avènement des résultats attendus, et le chronogramme détaillé d'activités, le budget estimé, les responsabilités entre les partenaires à impliquer et les besoins de support de communication</p> <ul style="list-style-type: none"> o Élaboration d'outils pour suivre et évaluer la mise en œuvre du plan
<p>3.2. Elaboration de supports de communication adaptés (en faveur des enfants, de leurs familles et des professionnels éducatifs, sociaux et psychosociaux) sur les questions relatives à l'intégration des enfants privés de milieu familial, et la promotion du placement familial, et permettant l'adhésion à la stratégie nationale</p>	<p>i) Différents supports de communication selon propositions</p>
<p>3.3. Documenter tout le processus d'élaboration de la stratégie nationale de désinstitutionalisation (évaluations, processus, consultations)</p>	<p>j) film retraçant toutes les étapes du processus de l'élaboration de la stratégie</p>
<p>4. Exécuter toute autre tâche demandée par le superviseur</p>	

6. Durée de la consultation, honoraires et lieu de la mission

La date de début de la consultation correspond à la signature du contrat. La durée de la consultation est de six mois.

La mission se déroulera à Tunis avec possibilité de déplacement à l'intérieur du pays.

7. Supervision

Le consortium travaillera sous la supervision de l'UNICEF en particulier le/la spécialiste en protection de l'enfant et le/la chef de projet justice Désinstitutionalisation, avec l'appui du/de la représentant(e) adjoint(e). Le consortium travaillera en coordination avec le comité technique du projet d'appui à la désinstitutionalisation des enfants privés de milieu familial.

Les différentes structures faciliteront le déroulement du travail du consortium pour ce qui est de l'accès à la documentation et des rencontres avec des responsables au niveau central ou régional.

8. Profil attendu des consultants du consortium

Le Consortium multi disciplinaire doit apporter une expertise de haut niveau. Les consultant(e)s, hommes et femmes, doivent avoir des profils internationaux et nationaux complémentaires et répondants aux besoins ci-dessus détaillés de cette expertise. Le Consortium doit être composé de :

- Un Chef de projet, expert en planification stratégique et opérationnelle
- Des experts en communication, évaluation, économie, droit, protection de l'enfance

Le/la consultant(e) principal(e) (chef de projet) doit avoir une solide expérience dans la planification stratégique et opérationnelle ainsi que d'excellentes compétences en synthèse et en communication.

A. Consultant(e) principal(e) (chef de projet):

- Diplôme universitaire au moins Bac+5 en Droit, Sciences sociales ou Sciences humaines ou discipline similaire
- Expérience significative sur la thématique de protection de l'enfance et de désinstitutionalisation
- Expérience d'au moins 10 ans en matière de planification stratégique
- Expérience dans la réalisation de recherche et de conception, suivi et évaluation de programmes
- Expérience sur les questions de genre
- Maîtrise du français, bonne capacité de rédaction en français.

B. Spécialiste en communication :

- Etre titulaire d'un diplôme universitaire d'un niveau Bac+5 en sciences sociales, ou media & communication, ou discipline similaire
- Avoir une expérience de 10 ans au minimum en communication pour le changement social et de comportement
- Avoir achevé avec succès au moins 3 missions similaires durant les 5 dernières années
- La connaissance du contexte de la Protection de l'Enfance en Tunisie est un avantage
- Maîtrise du français à l'oral et à l'écrit

C. Trois autres membres du consortium:

- Etre titulaire d'un diplôme universitaire d'un niveau Bac+5 en sciences humaines et sociales ou discipline similaire
- 1 membre doit avoir une expérience de 5 ans au minimum dans le domaine d'expertise juridique
- 1 membre doit avoir une expérience de 5 ans au minimum dans le domaine d'expertise économique
- 1 membre doit avoir une expérience de 5 ans au minimum en suivi et évaluation ou assurance de qualité (préférentiellement dans le domaine de protection)
- Avoir achevé avec succès au moins 3 missions similaires durant les 5 dernières années
- Compétences en relations interpersonnelles et communication
- Excellente connaissance du contexte de la Protection de l'enfance en Tunisie
- Maîtrise du français et/ou de l'arabe à l'oral et à l'écrit

9. Modalités de soumission

Les candidat(e)s devront soumettre une offre technique et une offre financière.

L'offre technique doit comprendre les documents suivants :

- CV des consultants
- Lettre de motivation
- **Une note de compréhension des TDR de la mission**
- Offre technique incluant une note méthodologique et une proposition de calendrier de mise en œuvre de la mission
- Un tableau indiquant clairement le niveau d'effort de chaque membre de l'équipe proposée

- Référence des travaux similaires

10. Proposition financière

L'offre financière doit être conforme au modèle dans l'annexe 5 avec une ventilation détaillée des coûts pour la planification et l'exécution de la consultation.

La proposition financière doit contenir:

- frais détaillés
- Période de validité des cotations

Frais de déplacements et perdiems :

Les frais de déplacement de/et vers la Tunisie et les perdiems des membres du Consortium doivent être intégrés dans l'offre financière sur la base des missions planifiées et du nombre d'experts. Les coûts des voyages seront calculés sur la base d'un vol en classe économique, indépendamment de la durée du voyage. Les vols à prendre en considération doivent correspondre aux trajets les plus économiques. Les déplacements à l'intérieure de la Tunisie seront pris en charge par le Bureau de l'UNICEF en Tunisie en fonction des déplacements qui seront planifiées en coordination avec le comité de pilotage et le Ministère de l'éducation. Les frais logistiques liés à l'organisation des ateliers seront aussi pris en charge par le Bureau de l'UNICEF en Tunisie.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

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

2. DELIVERY DATE

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

3. PAYMENT TERMS

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

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

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

4. LIMITATION OF EXPENDITURE

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

5. TAX EXEMPTION

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

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

6. LEGAL STATUS.

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

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) name UNICEF as additional insured;
- (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
- (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection

with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

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

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

14. CONFIDENTIAL NATURE OF DOCUMENTS

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

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

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be judged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

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

24. CHILD LABOUR

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

25. ANTI-PERSONNEL MINES

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

26. AUTHORITY TO MODIFY

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

27. REPLACEMENT OF PERSONNEL

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

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

- (a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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

FINAL TECHNICAL EVALUATION

Récapitulatif des formulaires d'évaluation des Propositions techniques		Coefficient de la note	Note maximum	Société / Autre entité				
				A	B	C	D	E
1.	Expertise de la Société / Organisation soumissionnaire	30%	30					
2.	Projet de plan de travail et d'approche	35%	35					
3.	Personnel	35%	35					
Total								

Les formulaires d'évaluation des offres techniques figurent dans les deux pages suivantes. La note maximum spécifiée pour chacun des critères d'évaluation indique l'importance relative ou le coefficient de l'article dans le contexte du processus d'évaluation globale. Les formulaires d'évaluation de la Proposition technique sont :

Formulaire 1: Expertise de la Société / Organisation soumissionnaire

Formulaire 2: Projet de plan de travail et d'approche

Formulaire 3: Personnel

Formulaire d'évaluation de la Proposition technique -- Formulaire 1		Nombre de points maximum	Compagnie/ Autre entité				
			A	B	C	D	E
Expertise de la Compagnie/ Organisation soumissionnaire							
1.1	Réputation de l'Organisation et de son personnel (Compétence/Fiabilité)	10					
1.2	Capacité organisationnelle générale susceptible d'affecter l'exécution (moyens humains, matériels)	5					
1.3	Procédures d'assurance de qualité, garantie	5					
1.4	Pertinence des connaissances spécialisées en matière de Protection de l'Enfance et expérience professionnelle	10					
SOUS-TOTAL		30					

Formulaire d'évaluation de la Proposition technique – Formulaire 2		Nombre de points maximum	Compagnie/ Autre entité				
			A	B	C	D	E
Projet de plan de travail et d'approche							
2.1	Dans quelle mesure le soumissionnaire comprend-il bien la tâche ?	5					
2.2	Les aspects importants de la tâche ont-ils été traités de manière suffisamment détaillée ?	8					
2.3	La présentation est-elle claire ?	2					
2.4	Le cadre de travail proposé est-il approprié ?	5					
2.5	Le champ de la tâche est-il bien défini et correspond-il à la mission ?	5					
2.6	La planification et le chronogramme sont-ils logiques, réalistes et augurent-ils suffisamment d'une bonne exécution du projet ?	10					
SOUS-TOTAL		35					

Evaluation de la proposition technique – Formulaire 3		Nombre de points maximum	Compagnie/ Autre entité				
			A	B	C	D	E
3.1	Qualification et effectif du Personnel	9					
3.2	Le personnel affecté est-il bien formé ?	5					
3.3	L'équipe proposée apporte-t-elle une dimension multiculturelle ?	1					
3.4	Chef d'équipe	10					
3.5	Chargé de communication	5					
3.6	Autres membres de l'équipe	5					
Sous-total							
Total Général							

SUPPLIER PROFILE FORM

*To be completed by Supplier and submitted to UNICEF Office
58 rue Avenue Tahar Ben Achour, Tel. (216) 71 802700, Fax: (216) 793001.
Requested information is for UNICEF official use only and will be treated as confidential*

(Please TYPE or PRINT, attach additional pages if space provided is not enough for information)
Please find below UNICEF General Terms and Conditions for reference

Section 1: Supplier Profile			
Name of Company:			
Address:			
CP	City	Country	
Tél	Fax	email	
Contact Person		Title	
Type of Organization			
State company <input type="checkbox"/>	Private company <input type="checkbox"/>	Offshore company <input type="checkbox"/>	Other <input type="checkbox"/>
Year Established		RC °	

(Please attach a copy of your Register of Commerce)

Section 2: Activity category			
Manufacturer <input type="checkbox"/>	Trading <input type="checkbox"/>	Consulting <input type="checkbox"/>	Other <input type="checkbox"/>
Other (Please Specify)			
Number of Employees			
Name and title of principals:			
Name		Title	
Bank details			
Bank name and address		IBAN account N° for US dollars	
		IBAN account N° for Tunisian Dinars	
Bank Swift Code			

Section 3: Activities

Gross annual turnover:	Current year estimate	(US\$ _____)
	Last year	(US\$ _____)

Previous contracts (during the last 2 years) with United Nations/International or Governmental Organizations/Private Companies, for below products/services (provide at least three references):

	Date	Value	Product Organization	Name/address
1				
2				
3				
4				

Main products/services offered (please provide product list or catalogue if available):

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Storage/warehousing capacity (in square meters):	Transportation	(If yes, please specify number and capacity)
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Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Section 4: Others

Should your company have a Quality Assurance Policy, please indicate person(s) responsible together with title and telephone number:

1

2

Any other information (Check as applicable):	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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(if yes, please specify. Use additional paper if needed)

I hereby certify that the information provided above and in all the annexure is correct and that no person in any connection with this establishment, as a supplier for providing material, supplies or services, or as a principal or employee, is employed by UNICEF, or barred by UNICEF:

Name	
Title	
Date	
Signature and Seal	

RFPS–TUN–2016-013 – Annex5

FINANCIAL SUBMISSION

Description des taches/activités	Nombre de jours	Cout/jour	Total (USD)
Recueil de la littérature existante			
Revue de la situation juridique et législative			
Rapport d'évaluation suivant les critères OECD DAC			
Etude des coûts de prise en charge			
Conduite d'ateliers nationaux et régionaux			
Document de la stratégie nationale et son plan d'action et budget			
Animation d'une session de présentation de la stratégie à tous les partenaires pour approbation finale			
Plan de communication			
Elaboration de supports de communication adaptés			
Film retraçant toutes les étapes du processus de l'élaboration de la stratégie			
Total			