

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2017-9134246

31 August 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Request for Proposal (RFP) to provide technical support for development of the National Adolescent Strategy (NAS) and mapping of Child Protection System in Bangladesh.

1. UNICEF Bangladesh is inviting for the above mentioned services as per the attached RFP and Terms of Reference, Terms and Conditions, Special Terms and Conditions. Mailed bids covering Technical and Financial proposals should be sent in separate PDF files, indicating clearly the RFP No., title, proposal type, etc. These two files should be sent to the attention of OIC, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000 by email add: abtadesse@unicef.org; with copy to ajahan@unicef.org; by the RFP submission deadline Thursday, 28 September 2017 local time 12:00 hours (GMT+6 hours). NOTE: Please send the signed PDF version of the Technical & Financial Proposal as separate file. Also share the same Financial Proposal as Excel version.
2. Bidders are requested to forward their request for additional information/clarification including interest to participate in this RFP in writing by Thursday, 14 September 2017 through email (add: nhaque@unicef.org).
3. Please acknowledge receipt of this RFP and confirm your interest to submit a proposal within five working days from the issuance date of this RFP.
4. Please note no RFP will be accepted after the stipulated closing date: Thursday, 28 September 2017 local time 12:00 hours (GMT+6 hours).
5. The technical proposal will be evaluated using the evaluation criteria indicated under Section 6 of the attached document. Bidders are advised to devote chapters of their submissions to demonstrate each of the criteria and be consistent with the tasks detailed in the TOR under Section 3. Bidders are advised to avoid submitting brochures and pamphlets that have no direct bearing on the requirements under this RFP. Similarly the financial proposal should be prepared following the template and instruction provided under Section 17 of the RFP. Any information related to the financial offer should not be mentioned or presented in the technical proposal as it will make the bid response invalid.
6. Any Contract resulting from this RFP shall be governed by UNICEF's General Terms and Conditions and any other Specific Terms and Conditions detailed in this bid document.
7. In all correspondence the bidder must refer to: LRPS No. 2017-9134246.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Nasreen E. Haque

Date: 31/8/2017

Nasreen Haque

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

Email : nhaque@unicef.org

Approved By:

Abeba Tadesse Chichayebelu

Date: 31/8/2017

Abeba Tadesse Chichayebelu

REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2017-9134246** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

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

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Item	Service Description	Quantity	Unit	Unit Price	Price
10	CP system mapping-Developing National				
	Literature review,inception report, SC	1	PU		
	Installation office in Dhaka HR Recrutme	1	PU		
	Development of tools -CP system mapping	1	PU		
	Data collect for NAS mapping in 6 zone	1	PU		
	Data collect for NAS mapping in 6 zone	1	PU		
	Adol strategy & validation of NAS & syst	1	PU		
	Adol strategy & validation of NAS & syst	1	PU		
	Submission of completion report	1	PU		

1.0 BACKGROUND

In Bangladesh, adolescent¹ girls and boys constitute over 23% of the population, a total of at least 32 million individuals. The current adolescent population provide opportunity for demographic dividend in Bangladesh. Optimizing these potentials require national effort directed at the realization of the survival, development, protection and participation rights of adolescents with equity. The Government of Bangladesh has strengthened the national legislation and policy frameworks for children through the Child Policy of 2011 and the National Children Act of 2013. The Child Policy 2011 includes a separate chapter on adolescents.

The overall goal of the UNICEF Bangladesh new country program is to support the efforts of the Bangladesh Government to advance in the universal realization of the rights of children, particularly the most disadvantaged and excluded. These include children, adolescents and their communities living in poverty and areas that are hard to reach or vulnerable to climate change and disaster, those living in urban slums, living with disabilities or infected with, affected by or at risk of HIV/ AIDS and those from ethnic and religious minorities. The challenges facing Bangladeshi adolescents are multi- sectorial and inter-linked and they are requiring urgent attention. With a focus on prevention, actions to promote an enabling environment, positive behaviours, minimise vulnerability, address known risk factors and strengthen children and adolescents rights, UNICEF and the Government of Bangladesh have felt the need to strengthen the national legislation and policy frameworks for children and adolescents. A stronger concerted effort by various development partners, with active support of the Government to fully implement the Child Policy in relation to adolescents critically needs a holistic and coordinated development approach with the participation of all stakeholders.

Rationale: Up to now there has not been any National Adolescent Strategy developed in Bangladesh, though this is a long pending national demand. Same is the case with Mapping on National Child Protection System in Bangladesh, which should have been in place by now, and which should feed the NAS itself. The development of the NAS and Mapping on National Child Protection systems are considered as highly technical works. Therefore, the GOB has requested UNICEF CP section to provide high level of technical support to develop these two deliverables. UNICEF CP section has conducted a scoping mission by engaging an International NGO during March-May 2017. As an outcome of this mission they recommended the development of a NAS and a CP system mapping by UNICEF without any further delay. Considering all these, UNICEF CP section has decided develop this TOR to engage an internationally renowned organization with vast global exposure around the Child Protection issues. This particular assignment is looking into two deliverables: firstly to undertake a thorough mapping of existing child protection policies, laws and services and to identify obstacles and opportunities in implementation of these laws and policies, especially in reaching vulnerable or excluded groups. And secondly, based on the clearer picture of the strengths and gaps in those systems through mapping exercise, to develop a National Adolescent Strategy to empower the adolescents of Bangladesh.

1. Mapping of the child protection system in Bangladesh: The major objectives of the mapping and analysis exercise are as follows: i. Provide UNICEF and stakeholders with a detailed profile of the child protection system in Bangladesh, including a descriptive profile of the current strengths and gaps, and an assessment of its contextual correctness and its relevance to adolescents; ii. Identify the elements essential to the development of national child protection systems that are relevant for official authorities, Service providers and users of services on the basis of an understanding of their

1 As articulated in the Children Policy which was approved by the Government of Bangladesh in 2011, adolescents are young persons between the ages of 10 - 18. WHO uses the age breakdown of 10 - 19 years.

respective expectations, roles and responsibilities and iii. Through evidence development of a common understanding of the gaps in their child protection system and the identification of opportunities and challenges to strengthen it.

2. National Adolescent Strategy (NAS): Develop the NAS which would with some broad objectives: i. Provide space and opportunities for adolescents especially girls to be empowered, girls to be socially and civically engaged so that their voices to be heard; ii. Prevent drop out of secondary school, create new formal and non-formal learning opportunities and horizons, provide life skills training including reproductive health including prevention from HIV-AIDs; iii. Ensure the safety and protection of adolescent boys and girls focusing on ending child marriage and working in hazardous jobs including factories and homes; and iv. Maximize the Health and Nutrition of adolescent boys and girls.

The institution should provide data from both primary and secondary sources including face to face participation of children and adolescents. The preparation of a good strategy requires a carefully managed process, involving a number of key components and providing regular analysis and review. It will depend, crucially, on what is already in place and what the existing mechanisms and processes that strategy can build on. As the first deliverables, i.e. the mapping exercise will aim to provide a picture of the main components of the national protection system including the main principles, legal framework, resources and services available, coordination efforts and mechanisms, data collection processes and case management systems of the country. Therefore, this will feed into the development of NAS and these two tasks will be supplementary and contributory to with one another to come up with two deliverables at the end of the assignment,

Geographic coverage: Both the assignments should be conducted in UNDAF districts covering at least 6 locations namely: Rangpur, Sylhet, Bogra, Dhaka, Chittagong, and Cox Bazaar including selected locations from urban to assure a diversity of protection issues and to cover both advanced or pilot areas but also challenging areas. Those areas have been selected as per the representation factors, the diversity of issues anticipated to be documented in each location, security factors, the partnerships and facilitating factors, the presence of UNICEF field offices, the costs factors, and sampling strategy. The mapping will include only qualitative data and analysis.

Management and Accountability

The international organization will accomplish both the tasks under Minister for Woman and Children's Affairs (MOWCA) and Ministry of Social Welfare (MoSW) for System Mapping respectively in consultation with UNICEF Child Protection section, Adolescent Taskforce members of BCO, relevant stakeholders, key clientele from all the sectors, development partners and adolescent club members to understand the situation of child and adolescents in Bangladesh. The CP focal person will be responsible to collaborate with the international institution, MOWCA, other relevant ministries and different stakeholders to take forward the overall initiatives to develop National Adolescent Strategy and CP System Mapping. This TOR is expected to cover the following assignments by the international organization:

- (1) Provide clear methodology and oversight for the accomplishment of the two assignments incorporating for the recruitment of appropriate TA support including a team leader (to be recruited by the international organization at the beginning of the contract) to carry over the overall management in consultation with CP section and ministries;
- (2) The institution would first develop conduct the mapping exercise and then through participatory process (must mention in their proposal) in consultation of relevant and key stakeholders develop the NAS;
- (3) Provision of all sorts of TAs and Resource Persons (national/internal and international/external) to provide technical support and develop the NAS and conduct CP mapping covering both urban and rural set-up;
- (4) Formation of Steering Committee comprising members from the key ministries and stakeholders to various actions undertaken by the institution.

- (5) Detail plan for capacity building/training/orientation of GOB officials including field based officials, data collectors and surveyors, social workers and so on for data collection, piloting, site visiting in both rural and urban set-up etc.
- (6) Preparation of Quarterly Monitoring Reports and share progress reports with UNICEF, GOB and appropriate stakeholders regularly through on-line and /or face-to face meetings;
- (7) The main two deliverables would be a mapping document in English (average 120-150 pages) and a National Adolescent Strategy (NAS) in English also (normally more 30 to 50 pages max), and both documents are to be validated and then launched.
- (8) Finally the institution must mention in the NAS and CP system mapping a clear direction on the implementation plan and a monitoring system for the GOB to be followed in the future.

In order to accomplish this, MOWCA will be the lead Ministry to constitute a Steering Committee comprising members from the MoSW, key stakeholders, and internal and external resource persons to work closely with the International Institution as and when required to ensure quality outcomes of all deliverables and also oversee the management and monitoring of the programme.

2.0 PURPOSE/OBJECTIVE OF ASSIGNMENT:

The contracted agency will be expected to conduct the following two major assignments:

- Formulate a mapping on the National Child Protection (CP) System in the geographical areas selected in Bangladesh with the following:
- Provide UNICEF and stakeholders with a detailed profile of the child protection system in Bangladesh;
- Descriptive profile of the current strengths and gaps, and an assessment of its contextual correctness and its relevance to adolescents;
- Identify elements essential to develop national child protection systems that are relevant for officials, Service providers and users of services;
- Develop a common understanding of the gaps in their child protection system and the identification of opportunities and challenges to strengthen it
- Validation of mapping exercise through high level national workshop to agree outcomes based on the findings from collected data (primary and secondary sources)
- Design a strategy, plan of action and a National Adolescent Strategy for Bangladesh:
- Provide space and opportunities for adolescents especially girls to be empowered;
- Prevent drop out of secondary school, create new formal and non-formal learning opportunities and horizons, provide life skills training including reproductive health including prevention from HIV-AIDs;
- Ensure the safety and protection of adolescent boys and girls focusing on ending child marriage and working in hazardous jobs including factories and homes; and
- Maximize the Health and Nutrition of adolescent boys and girls.

At the end of the contract the organization will do the validation for National Adolescent Strategy (NAS) and launching of CP system mapping through participatory development workshop with steering committee members and key stakeholders.

Final deliverables of this mission: The validated National Adolescent Strategy (NAS) and a report on Child Protection System Mapping for the Government of Bangladesh.

3.0 TERMS OF REFERENCE:

3.1 Description of Assignment: To provide technical support for development of the National Adolescent Strategy (NAS) and conduct mapping of Child Protection System in Bangladesh by an international organization

Tasks	End Product/ deliverables	Time frame (up to 70 weeks)
I. Literature Review and formation of Steering Committee i. Collect documents (National policies including adolescents, framework, national statistics, data management systems, existing programmes, State reports on CRC etc.) from the relevant Ministries and UNICEF CP section for literature review; ii. Revise (if required) the methodology of the assignment based on the literature review; iii. Prepare an inception report with a specific time line and budget break-up regarding office installation cost, transport and other admin expenses; iv. Form the Technical Steering Committee at the Ministry and conduct advocacy work ; v. Facilitation of workshop with Steering Committee members to share overall plan for the accomplishment of two tasks;	i. Inception report based on literature review with revised methodology specific time-line and budget-breakup and roadmap for the two deliverables; ii. Report of Steering Committee comprising members from the Ministries including key stakeholders and UNICEF; iii. Revised plan submitted based on the initial survey and literature review iv. Workshop report mentioning the list and roles and responsibilities of the Steering Committee members;	4 weeks
II. Installation of an office and recruitment of Human Resources: i. Recruitment of key TAs, Resource persons (both national/internal and international/external); ii. Installation of office in Dhaka with required facilities and equipment in Dhaka	i. TOR of the TAs shared with UNICEF ii. TORs and profiles of the TAs and resource persons submitted to UNICEF; iii. Documents on installation of office	4 weeks
III. Development of Tools and instruments for the data collectors/ surveyors: i. Development of tools and data collection including translation instruments for the data collectors and surveyors for mapping exercise; ii. Field testing of tools, techniques and instruments in surrounding adolescent clubs in Dhaka by engaging a group of surveyors and adolescents associated through thematic workshops, group sessions, interviews and FGDs etc. as required); iii. Bring in necessary changes in light of the field testing and revise the tools and instruments; iv. Sharing of the finalized tools and instruments with	i. Submission of tools and data collection instruments; ii. Report on field testing and final version of tools iii. Report on survey design and approved tools iv. Workshop report	14 weeks

Tasks	End Product/ deliverables	Time frame (up to 70 weeks)
UNICEF and Ministries for approval before conducting the survey at the field level.		
IV. Conduct data Collection CP system Mapping in 6 locations: i. Develop TORs of data collectors and surveyors; ii. Selection and orientation of data collectors/surveyors on the tools and data collection instruments; iii. Data collection for Mapping of CP system by the data collectors and surveyors following thematic workshops, group sessions, bilateral interviews, adolescents FDGs, observation etc.).	i. Report on selection, orientation / training of data collectors ii. Data collection complete with analysis document	24 weeks
V. Development of National Adolescent Strategy based on the data along with stakeholders i. Data analysis and draft report on CP system mapping; ii. Develop draft NAS based on the CP mapping exercise through a participatory development workshop in consultation of key stakeholders.	i. Draft report on CP system mapping; ii. The National Adolescent Strategy document ready for launching	18 weeks
VI. Validation of the two deliverables (including printing of documents) i. Launching of the CP system Mapping (including printing document) with relevant institutions; ii. Validation of the final version of the National Adolescent Strategy (NAS) through a national participatory dissemination workshop.	i Final report on CP system mapping with a set of recommendations i. Approved National Adolescent Strategy (NAS) submitted to GOB	2 weeks
VII. Submission of Compilation report: Submission of the approved version of National Adolescent Strategy and report on CP system Mapping	i. Completion report mention the process of conducting the assignment as a record for UNICEF and GOB counterpart	4 weeks

3.2 Assignment Duration: The assignment involves around 490 working days within a span of sixteen (16) months 1 year 4 four months duration. The time frame against each task is indicative, the bidders may approach an alternative justified time-line, it considers more appropriate.

3.3 Duty station: Assignment is based in Dhaka with necessary travel to Field for data collection from UNICEF priority geographical areas (in 6 locations)

4.0 CONTRACTUAL PROCESS

4.1 PROCEDURE AND RULES

The schedule of the contractual process is as follows:

Submission of Proposal: **By 12:00 hours local time (GMT+6 hours) Thursday, 28 September 2017**

Contract issued **3-4 weeks from submission of proposal**

PLEASE NOTE NO BIDS WILL BE ACCEPTED AFTER THE STIPULATED CLOSING TIME AND DATE.

5.0 GENERAL INSTRUCTIONS TO BIDDERS

This RFP, along with responses thereto, shall be considered the property of UNICEF and the responses will not be returned to the agency or originators.

In submitting to this proposal the agency agrees that it will accept the decision of UNICEF as to whether its proposal meets the requirements stated in this RFP. Kindly note the proposals are reviewed by an independent Task Force, approved by the Senior Management, in line with the evaluation criterion indicated in Section 6.

5.1 FORM OF PROPOSAL

Proposal must be submitted in English Language in the manner as requested in accordance with Sections 6, 13 and 14. The submission must be forwarded by a duly signed covering letter on the agency's headed paper, with initial on each page of the agency's response to this RFP. A duplicate copy of the bid document and offer should be kept by the agency for record.

5.2 PROPOSAL CHANGE POLICY

UNICEF reserves the right to make minor revisions to this Request for Proposal.

All formal changes/alterations to, or requests for, clarification of this RFP must be submitted in writing by fax/e-mail to the Contracts Officer, Supply & Procurement Section (nhaque@unicef.org) **within Thursday, 14 September 2017**. Information provided verbally will not be considered a fundamental change and will not alter this RFP. Erasures and other changes in the Proposal must be explained or noted over the authorized signature of the agency.

5.3 ERRORS IN PROPOSAL

Agency must examine all information and all other instructions pertaining to the Proposal and failure to do so will be at the agency's own risk, and agency cannot secure relief on the plea of error in any Proposal.

5.4 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn on written request received from the agency, by hand delivery, post, fax or e-mail, prior to the time fixed for opening. Negligence on the part of the agency in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

5.5 MARKING AND MAILING OF PROPOSALS

Proposals must be securely sealed in an envelope with clear marking on the outside indicating the RFP number and assignment title, and should be submitted on or before the closing time to the UNICEF, as indicated.

5.6 TIME FOR SUBMITTING PROPOSAL

5.6.1 Proposals received prior to the time of the Submission will be kept secured and unopened.

5.6.2 No responsibility will be attached to an officer for the premature opening of a proposal, which is not addressed and marked properly.

5.7 HARTALS (STRIKES)

Should hartal(s) be declared on the RFP closing day the closing and opening of this RFP will automatically be deferred to the first working day after the hartal(s). The time and day for closing and opening the Bid will remain unchanged. **In such situation please send the Bid Response (Technical & Financial proposals) through email as separate PDF file, indicating the RFP No., title, identity of the responding company etc.** These files should be sent to the attention of Chief/OIC, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000 to email address: atadesse@unicef.org; with copy to ajahan@unicef.org;

5.8 REJECTION OF PROPOSALS

5.8.1 UNICEF reserves the right to reject any or all proposals, to waive any informality in the proposal and unless otherwise specified by UNICEF or by the agency, to accept any item in the proposal if it is in the interest of UNICEF to do so.

5.8.2 UNICEF reserves the right to reject any proposal of an agency (a) who has previously failed to perform properly on quality of service on time in contracts of a similar nature, or a proposal of an Agency (b) who in the opinion of UNICEF is not in a position to perform the contract on the basis of the information becomes available during the review process.

5.9 PROPOSAL PREPARATION COST

UNICEF shall not be held responsible for any costs incurred by the agency in the preparation of the proposal and/or in connection to this RFP.

5.10 AWARD OR ADJUDICATION OF CONTRACT

5.10.1 Contract will be awarded to the agency that submits the most responsive offer that provides UNICEF with the overall best optimum combination of quality of project execution and price. The evaluation will be conducted in two phases; technical evaluation and financial evaluation as explained in 5.10.3 to 5.10.5. UNICEF reserves the right to call only agencies whose bids meet the technical requirements to make a presentation in order to clarify any queries/questions. The call to an agency to make a formal presentation does not guarantee that UNICEF will award the Contract to that agency. This is to note that UNICEF reserves the right to split the award if benefits to be gained are in the interest of the Project or the Organization.

5.10.2 Proposals will first be evaluated by UNICEF for compliance with the mandatory requirements of this RFP. Mandatory requirements will be indicated throughout this RFP by the words "mandatory", "shall", "must" or "will" in regard to obligations on the part of the agency. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

5.10.3 The technical proposal will be opened and evaluated to determine its responsiveness and compliance, while the sealed envelope containing financial proposal will remain unopened. Only those proposals that have not been rejected will be evaluated in accordance with this RFP.

5.10.4 Agencies whose technical proposals meet the requirement of this RFP (receiving 70% or above marks out of 100 points) shall be invited to make an oral presentation, if needed to further demonstrate the Agency's technical capacity and capability to deliver the tasks as outlined in this RFP. Proposals not meeting this minimum requirement will not be given further consideration.

5.10.5 Financial proposals of Agencies, only whose technical proposals are compliant with the requirements of RFP, will be opened and compared for its competitiveness. The companies should ensure that all pricing information is provided in accordance with the format as described in this RFP.

5.10.6 UNICEF reserves the right to enter into negotiation with the selected Agency to discuss its financial offer, if it deems necessary.

5.10.7 At any stage of the evaluation of technical and financial offer UNICEF may request clarification from the potential bidders on any aspect of its proposal to seek clarification, if it deems necessary but will not allow any agency to make material changes to its original submissions.

5.10.8 Contracts will be governed by UNICEF's Rules and regulations.

6.0 TECHNICAL EVALUATION CRITERIA:

6.1 All technical proposals will be evaluated using the evaluation criteria as indicated below. Bidders are advised to devote chapters of their submissions to demonstrate each of the criteria and be consistent with the tasks detailed in the TOR under Section 3. Bidders are advised to avoid submitting brochures and pamphlet that have no direct bearing on the requirements under this RFP.

6.0 TECHNICAL EVALUATION CRITERIA:

Category	Points allocated to each factor
6.1 Organizational Capacity and methodology / approach:	(30)
6.1.1. Credential of the organization in terms of reliability, experience and capacity:	
a) A brief introduction and overview of the assignment showing knowledge and understanding of the overall assignment;	5
b) Coming up with specific methodology and oversight for the accomplishment of the two assignments (National Adolescent Strategy and Child Protection System Mapping) through the inception report with detail implementation plan, time line and budget break-up is required under Task I of the TOR;	5
c) Organization well-equipped to train and orient GOB officials of relevant ministries including field level data collectors and surveyors mentioned under Task-III ;	10
d) Company profile in relation to recruitment of technical resource persons, managers, supervisors and right staff combination to carry out expected outputs of the assignment and effective system including adequate logistical capacity to complete assignment successfully within specific time mentioned in the TOR under Task II.	10
6.1.2: Development of instruments, data collection & quality control and risk management:	(30)
a) Development of tools and instruments for data collections for developing National Adolescent Strategy (NAS) and Child Protection system Mapping for the Government of Bangladesh; ii. Field testing of tools and instruments iii. Efficiency of data collection with proper use of time, money and quality control for NAS and CP Mapping with different ministries and iv. Finally detail plan for developing and validating the NAS and CP System mapping report from GOB counterpart under Tasks V and VI in the TOR.	20
b) Proposed quality control mechanism for data collection/ analysis, monitoring and supervision considering all parameters indicated in the TOR/scope of the work mentioned under Tasks III and IV in the TOR;	10
c) Risk management & flexibility of proposal in context of possible needs to make changes regarding time, duration, location and kind of activities under tasks I, II, III, IV, V and VI in the TOR;	10

Category	Points allocated to each factor
6.1.3: Expertise of the organization:	(40)
a) Extensive experience in Participatory research methodology to conduct necessary surveys, applied research, constructive dialogue with the ministries responsible for promoting and protections children's rights required for this particular assignment;	10
b) Demonstrable experience (knowledge and exposure) in developing Adolescent Strategies and conducting Child Protection System mapping in other countries through developing tools and data collection;	20
c) Demonstrable experience and competency in working with large stakeholder group (UN, international development organisations, government departments, NGOs, etc.) in conducting data collection and developing NAS and CP system mapping in relation to similar scope and complexity of this assignment.	10
Total Marks	100

The final selection of the Contractor will be based on a quality and cost basis with weightage of 70% of the technical proposal and 30% of the financial proposal.

7.0 VALIDITY OF PROPOSAL

It is desirable that cost or rates quoted be valid for providing of services mentioned in this Proposal for a period of one twenty (120) days. The validity of prices quoted must be clearly indicated on the Financial Proposal. It is understood that the fixed-rate arrangements may be extended for periods beyond the one year duration subject to mutual agreement of both parties.

8.0 EVIDENCE OF COMPLIANCE

Payment to the agency or acceptance of output shall not be construed as evidence that the services, goods or materials received are complete, satisfactory or in accordance with the agency obligation, and the agency shall not thereby be relieved or discharged from performing any obligation under this Arrangement.

9.0 INDEMNIFICATION

The agency shall indemnify, hold and save harmless and defend at its own expense UNICEF and its personnel from and against all suits, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the individual/agency, its personnel or others responsible to the Agency for the performance of any of the terms and conditions of this Arrangement.

10.0 ADDITIONAL INFORMATION

Any information which the bidder may consider necessary to the guarantee or to clarify service methods hereby may be included provided it is referral to in the Bid and clearly identified.

11.0 RIGHTS OF UNICEF

11.1 In case the agency fails to provide the service or perform under the terms and condition of the contract by the agreed delivery date and dates, UNICEF may, after giving the agency reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following right:

- 11.1.1 obtain all or part of the service or output from other sources or agency, in which event UNICEF may hold the agency responsible for any excess cost occasioned thereby.
- 11.1.2 refuse to accept all or part of the service or output.
- 11.1.3 terminate the contract.
- 11.1.4 Contact any or all references supplied by the organisation.
- 11.1.5 Request additional supporting or supplementary data (from the organisation)
- 11.1.6 Accept any proposals in whole or in part
- 11.1.7 Negotiate with the most favorable organization(s).
- 11.1.8 Award contracts to more than one agency, in which event each agency responsible for part awarded to them.
- 11.1.9 UNICEF reserves the right to make minor revisions to this RFP.

11.2 This Request for Proposal and responses thereto, does not bind UNICEF to enter into any agreements or contracts with organizations submitting the bid. UNICEF reserves the right to cancel the bid without assigning any reason whatsoever.

12.0 NON-RESPONSE

Agencies receiving the RFP are requested to inform, in writing, the reasons of non-participation, in case they are not participating in the bid.

13.0 SPECIAL INSTRUCTION TO THE BIDDERS

13.1 RFP RESPONSE FORMAT:

The Guidelines for drafting the technical proposal are indicated in Section 6. Bidders are advised to submit the proposal in line with the evaluation criteria and provide sufficient information in the proposal to address each area of the evaluation criteria, to ensure that the evaluation team can make a fair assessment of the agency based only on its proposal. In addition to the information requested the bidders must provide the following background information:

13.2 Company Profile with following details:

- Name of president/Directors (Governance structure)
- Date and state of incorporation
- Summary of corporate structure and business area
- Corporate directions and experience
- Number and type of employees
- Most recent Financial Statements.

13.3 The agency must provide latest CVs for the proposed team.

13.4 Agency registration papers with relevant authorities, certificate of incorporation, trade license etc.

13.5 Certified statement indicating Bank Account number in the organization's name which is operated by two persons (preferably).

13.6 Summary of audited financial statement of last two years (in one page).

13.7 Financial proposal as per section 17 – no cost related information should not be in the technical proposal as it will make it disqualified.

13.8 UNICEF is interested in diversifying its supplier base and in finding new vendors that can provide quality services at competitive prices. Vendors interested in working with UNICEF and whose services match UNICEF needs, are required to apply to UNICEF as potential vendors. All applications to become a vendor must be made via the United Nations Global Marketplace (UNGM) website <http://www.ungm.org> where UN Agencies' vendor rosters are conglomerated into one common vendor database.

To register, follow the simple registration instructions available in the UNGM website on: <https://www.ungm.org/Public/Pages/RegistrationProcess>. Your company is requested to register in UNGM at 'Basic Level'. In addition, you are also encouraged to register at 'Level 1' in order to provide the certificate of registration/incorporation.

Key benefits of registering in UNGM are:

- Increased procurement opportunities for vendors by providing a platform where all UN Agencies tender opportunities are listed.
- UNGM provides one common UN global procurement portal where upon registration, a vendor is able to access UN Agencies procurement information including business seminars, knowledge centre on UN procurement, UN procurement statistics etc.
- **Kindly note that UNICEF and the UN does not charge for UNGM registration**

14.0 QUALIFICATIONS/SPECIALIZED KNOWLEDGE /EXPERIENCE:

14.1 The organization with following knowledge and experience is required:

14.2 Qualifications or specialized knowledge/experience required for the assignment: **The international organization to have the following experiences and specializations:**

- Capacity to strengthen all the aspects of CP system, including justice mechanisms and procedures and coordinate with other sectors;
- Technical team of professionals who should have the capacity to set-up satellite offices in Bangladesh (as appropriate) along with volunteers who would be able to work at UNICEF Zonal offices with local partners.
- The international organization should have the vision of making a significant and sustainable positive impact on the implementation of the UN Convention of the Rights of the Child (CRC)
- Extensive experience in applied research for promoting and protections children's rights
- Extensive experience in Participatory methodology to conduct necessary surveys required for this particular assignment;
- Comprehensive experience in developing National Strategies and System mapping in the global perspective;
- Experience of developing tools, reference guides, and standards development using monitoring and tracking tools
- Well-equipped to train GOB officials of relevant ministries including field level data collectors and surveyors
- Working experience with any UN agencies, especially with any UNICEF office will be highly preferable.

14.2 **Organizations must send these two packages proposals in the following manner:** Technical and Financial proposals should be sent as **separate PDF files**, indicating clearly RFP No., title, proposal type, etc. These two files should be sent to the attention of Chief/OIC, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000 by email (add: abtadesse@unicef.org; with copy to: ajahan@unicef.org).

NOTE: Bidders are also requested to share the Excel version of the same Financial Proposal.

14.3 **Cost related information should not appear in the technical proposal (as it will make the bid response disqualified in case of two package bidding/RFP).**

- 14.4 Organization must provide sufficient information in the proposal to address each area of the evaluation criteria, to ensure that the evaluation team can make a fair assessment of the agency based only on its proposal.

Information, which the Agency considers confidential, should be clearly marked "Confidential" if any, next to the relevant part of the text, and UNICEF will then treat such information accordingly.

15.0 PROJECT TEAM LEADER AND KEY MEMBERS:

15.1 Pursuant to the resulting contract, the Agency shall provide services of appropriate Team Leader and key members to perform the tasks of the Terms of Reference (Section 3), ensure implementation of the project, and be responsible for providing replacement members of similar ability, qualification and experience (if required).

15.2 Accountability to ensure the overall quality work of the assignment will lie with the contracted agency. The agency will be responsible for selecting a team leader who will lead the overall assignment and other team member(s) in line with the requirements outlined in the TOR.

15.3 The contracted agency will work closely with selected UNICEF staff members in Bangladesh Country Office to ensure that there is clarity and clear understanding of the expectations.

15.4 The agency will confirm availability of the team members as proposed in the technical proposal. Change of team composition will not be acceptable. In case replacement is required, the agency shall notify UNICEF in writing, for prior approval, stating: the reason for replacing the person(s) originally assigned to the project the names and providing the signed curriculum vitae of the proposed replacements.

Such written notice shall be forwarded to UNICEF at least fourteen (14) days in advance of the date of replacement. UNICEF may also request replacement with valid reason.

Regarding replacement of team member UNICEF reserves the right to not award or end the contract if the agency replaces consultants proposed in the bidding proposal and if the quality of the new consultant/replacement is not found to be adequate to deliver the expected result of the TOR.

16.0 AGENCY REPRESENTATION

The Agency represents and warrants that it has or can arrange the personnel, experience, qualifications, facilities and all other skill and resources necessary to perform its obligations under the resulting Contract.

17.0 FORMAT FOR PREPARING FINANCIAL PROPOSAL

17.1 Financial proposal must be in following prescribed format:

(All in US\$)

Description of Items	Rate	# of days /units	Persons	Total
(A) Personnel Cost in 3 main categories: - Senior - Mid-level and - Junior				
(B) Travel related costs for individual team members (both for International and Local team member): - Return air travel from Origin-Dhaka including ground transportation; - Local transportation/travel to the field				
(C) DSA of team member for staying in Dhaka and district level.				
(D) Pre-testing data collection tools				
(E) Other Administrative Costs for: - Setting an office (if required) - Stationery, communication - Management fee, etc.			NA	
Total Cost for the assignment				
Value Added Tax (VAT) in Percentage (%): (where VAT is not applicable; bidder should indicate "ZERO" percentage. <i><u>NB: Bidders MUST provide prove from the Government Authority that the items are "ZERO" rated or the they are exempted from paying VAT otherwise bids will be invalidated.</u></i>				

NOTE(s):

- Please provide cost breakdown of items (Sl. # A-E) with respect to number of persons and days involved for each task.
- UNICEF will assume that the bidders will have factored in its offer all causes that may have an influence on the prices.

While preparing the financial offer International Bidders should note the following points:

All travel related expenses will be settled at actual on submission of the related claims/vouchers but not exceeding the quoted budget. **For understanding the requirement please note the following points:**

A) Travel Costs:

- For air travel - the most direct economical route should be selected following a competitive process (out of three quotations) and these documents should be shared with UNICEF.
- Original or certified copy of Ticket and Boarding pass should be available to attach with invoice
- For local travel - all possible vouchers should be attached with invoice

B) DSA:

- The amount of DSA should cover costs for accommodation (50% of the amount), food (30%) and pocket money/incidental cost eg. local taxi fare etc. (20%).
- All possible vouchers (original or certified copy) should be attached with invoice.

- To estimate the DSA please follow the International Civil Service Commission (ICSC) circular.

C) VISA: Arranging visa for the team member for coming to Bangladesh is the responsibility of the Institution.

Proposed Payment Milestones: All instalments to be linked with proportionate amount of deliverables. Please check and confirm the payment schedule we have shared in ANNEX-1.

17.2 Kindly note that:

- All amounts will be quoted in US Dollar.
- The Contractor shall be paid only upon UNICEF acceptance of the work or deliverable.
- Payment will be made within 30 days of UNICEF's acceptance of deliverables.
- Inform the Bank, branch and account information. Indicate names of persons operating the Agency account.
- Inform the payment schedule (manner in which payment requested), with justification of each installment. Indicate the deliverables UNICEF will receive against each installment required. A Gantt chart may be provided with activities-deliverables-dates-cost-installment payment schedule.
- In case, an advance payment (kindly indicate the amount with detail breakdown with justification) is requested, the Contractor should provide an unconditional guarantee issued by a bank on behalf of the contractor and in favor of UNICEF to guarantee either submission of deliverables according to the contract, or to refund the advance to UNICEF in case of default by the Contractor. Any charges for such guarantee must be borne by the Contractor.
- **Information on financial offer should not be attached with the Technical Offer.**

18.0 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions mentioned as under will form part of the contract resulting from this REF

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.

DELIVERY DATE

Delivery date to be understood as the time the contract time is completed at the location indicted under delivery terms.

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.

LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretation 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.

TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nation 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 the event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

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.

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.

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 claim and liability in the nature of workman's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted materials or other intellectual property by the Contractors, its employees, officers, agents, servants, or sub-contractor. The obligation under this Article do not lapse upon termination of the Contract.

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 main 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 right 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 in coverage.

(e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

ENCUMBRANCES/LIENS

The contractor shall not cause or permit any lien, attachment or other encumbrance by any person 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.

TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by the 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.

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 regards 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.

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.

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 in the same terms and conditions are provided for in Article on "Termination", except that the period of notice shall be seven (7) days instead of (30) days.

(c) Force majeure are 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.

TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the Contract or should the Contractor be adjudged bankrupt, or be liquidated, or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy, it may have under the terms of these conditions, terminate the contract, 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 arriving 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 procedure in accordance with Article on "Settlement of Disputes" below shall not be deemed a termination of this Contract.

SUB-CONTRACTING (Joint Venture, Consortium or Association)

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain prior approval and clearance of UNICEF for all sub-contractors or consortium. The approval of UNICEF for all subcontractors shall not relieve the Contractor of any of its obligations under this contract. The terms of any sub-contract/consortium shall be subject to and in conformity with the provisions described below:

i) 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, they shall confirm in their Proposal that : (a) 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 shall be duly evidenced by a Joint Venture Agreement among the legal entities, which shall be submitted along with the Proposal; and (b) if they are awarded the contract, the contract shall be entered into, by and between UNICEF and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

ii) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNICEF. Furthermore, neither the lead entity nor the member entities of the joint venture can: (a) Submit another proposal, either in its own capacity; nor (b) As a lead entity or a member entity for another joint venture submitting another Proposal.

iii) The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNICEF.

iv) Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, 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 the RFP.

v) 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.

vi) If a joint venture's Proposal is determined by UNICEF as the most responsive Proposal that offers the best value for money, UNICEF shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

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 and remedies, terminate the contract

by giving the Contractor written notice of termination.

USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

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

OFFICIALS NOT TO BENEFIT

The Contractor warrants that no officials 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.

PROHIBITION ON ADVERTISING

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

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

Unless any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is 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, such dispute, controversy or claim 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. 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.

PRIVILEGES AND IMMUNITIES

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

CHILD LABOR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of the 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.

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 countries or companies/agencies that sell or manufacture anti-personnel mines or their components.

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.

ORDER OF PRECEDENCE

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

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

CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES

UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies.

MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION

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

GUIDELINES ON GIFTS AND HOSPITALITY

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

19.0 SPECIFIC INSTRUCTIONS/TERMS AND CONDITIONS

ATTENTION TO DETAILS: Bidders are instructed to carefully read this Bid in its entirety and observe/examine all information, specifications, maps, drawings, circulars, schedules, terms and conditions, and all other instructions pertaining to the Bid. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the Bid.

19.1 LIQUIDATED DAMAGES FOR LATE DELIVERY/POOR QUALITY

UNICEF shall be entitled to liquidated damages from the Contractor for failure in performance (delivery and quality), under the conditions and in the amounts specified below is included in the Contract.

Such damages shall be payable by the sole fact of such failure in performance without the need for any previous notice, except as otherwise provided in the Contract, or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNICEF may, without prejudice to any other method of recovery, deduct any amount of liquidated damages from the Contractor's invoices or from any sums due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the Contractor of any of its other obligations or liabilities under the contract.

Listed below are the "Liquidated Damages Clauses":

A. LIQUIDATED DAMAGES FOR LATE DELIVERY

If the Contractor fails to make deliveries within the delivery date(s) stipulated in the UNICEF Contract, UNICEF shall be entitled to liquidated damages in the amount of five-tenths percent (0.5%) of the value of such deliveries per additional day of delay, up to a maximum of ten percent (10%) of the value thereof.

B. LIQUIDATED DAMAGES FOR QUALITY CONTROL FAILURE

If the Contractor fails to meet quality control requirements or if the Contractor fails to rectify inadequacy in a delivery which has not met quality control requirements within two (2) weeks of having received notice from UNICEF by email/registered mail (return receipt requested), UNICEF shall be entitled to liquidated damages in the amount of one tenth percent (0.1%) of the value of such delivery or deliveries per day from the date of such failure until it is cured, up to a maximum of twenty-five percent (25%) of the value thereof.

19.2 VAT PAYMENT

In addition to Clause on "TAX EXEMPTION" of the UNICEF's General Terms and Conditions, VAT Payment will be reimbursed at actual upon receipt of the following documents:

- (a) Original VAT Challan(s)/Mushok-11 issued in favor of UNICEF-BCO mentioning relevant Purchase Order Number has to be certified by the Revenue Officer or Assistant Revenue Officer of relevant VAT circle of the vendor.
- (b) VAT amount must be mentioned in the original VAT Challan(s) and the same amount should be deposited to the Government account by Treasury Challan(s) mentioning UNICEF Purchase Order Number. Vendor needs to submit the original copy of Treasury Challan or photocopy copy of Treasury Challan attested from the relevant VAT circle. Also, it has to be submitted within 3 months of issuing Mushok-11.
- (c) Copy(ies) of the Treasury Challan(s) duly countersigned and sealed by the respective VAT Authority in support and proof of VAT payment must be submitted with the Invoice.
- (d) VAT charged to UNICEF must not be mixed with Vendor's other business transactions so that UNICEF may duly receive the reimbursement from Government according to set procedures.
- (e) The VAT percentage rate must be stated in the space provided in this Bid. Where VAT is not applicable, bidder should indicate "ZERO" percentage.

ANNEX - 1

Payment Schedule Linked with Deliverables

Tasks	Deliverables	Time Frame
1. Literature Review and formation of Steering Committee i. Collect documents from the relevant Ministries; ii. Revise (if required) the methodology of the assignment based on the literature review; iii. Prepare an inception report with a specific time line and budget break-up; iv. Form Steering Committee;	i. Inception report with specific time-line and budget-breakup for the two deliverables; ii. Report of Steering Committee comprising members from the Ministries including key stakeholders; iii. Final plan submitted	After 4 weeks
2. Installation of an office in Dhaka and recruitment of Human Resources by the international Organization: i. Recruitment of key TAs, Resource persons (both national/internal and international/external) and Installation of office with required facilities in Dhaka	i. Submission of tools and data collection instruments; ii. Report on field testing and final version of tools iii. Report on survey design and approved tools and workshop report	After next 4 weeks
3. Development of Tools and instruments for the data collectors/ surveyors: i. Development of tools and data collection instruments for the data collectors and surveyors ii. Field testing of tools and instruments in surrounding adolescent clubs in Dhaka; iii. Sharing of the tools and instruments with UNICEF and Ministries for approval before conducting the survey	i. Submission of tools and data collection instruments; ii. Report on field testing and final version of tools iii. Report on survey design and approved tools iv. Workshop report	After 14 weeks
4. Conduct data Collection for NAS and CP system Mapping in UNICEF 6 zones: i. Orientation of data collectors/surveyors on the tools and data collection instruments; ii. Data collection for both NAS and Mapping of CP system by the data collectors and surveyors iii. Analyze data to finalize inputs for developing NAS document and CP mapping report.	i. Report on orientation / training of data collectors ii. Data collection complete with analysis	After 24 weeks
5. a) Development of National Adolescent Strategy and report on CP system mapping based on the data along with stakeholders b) Validation of the two deliverables	i. Approved NAS in place ii. Final report on CP system mapping with a set of recommendations	After 20 weeks
6. Submission of Compilation report: Submission of the approved version of National Adolescent Strategy and report on CP system Mapping	i. Completion report along with final deliverables	After 4 weeks