

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-NHA-2015-9118344

19 April 2015

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Request for Proposal (RFP) to establish a baseline for the WASH programme in 20 UNDAF and 8 worst affected arsenic and salinity districts under the Water Supply, Sanitation and Hygiene (WASH) Programme (2014-2016) which can be basis to assess the programme's impact at endline.

1. Sealed Bids are invited for the above mentioned services as per the attached RFP and Terms of Reference, Terms and Conditions, Special Terms and Conditions. The Bid must be securely sealed and submitted on or before 11:00 hours on Wednesday, 06 May 2015. Mailed Bids or hand-delivered Bids will be placed in the Bid Box located in the Reception Area (3rd Floor) of UNICEF Office building. Organizations must submit the Technical and Financial proposals of this RFP/Bid in the following manner:

- a) Should provide three (3) copies of technical proposal and one (1) copy of financial proposal duly signed and stamped with the organization seal. Technical and Financial proposals should be packed in separate envelopes and marked with proper markings (RFP No., title, proposal type, no. of copies etc.).
- b) These 2 (two) packages should be over packed in a bigger envelope and sealed. This finally packed envelope should have clear markings i.e., RFP No., title, number of copies provided and should be addressed to the Chief, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000.

NOTE: Bids will not be considered unless submitted in a sealed envelope with proper/clear markings.

- c) If hartal/blocked/strike is declared on the RFP closing day the schedule of closing 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. to the attention of OIC, Supply & Procurement Section, UNICEF-BCO, email address: fhuq@unicef.org; with copy to nhaque@unicef.org.

2. No Pre-Bid briefing will be arranged for this RFP. Therefore, if required, Bidders are requested to forward their request for additional information or clarification in writing to the email addresses: nhaque@unicef.org by Wednesday, 29 April 2015.

3. Please note no RFP will be accepted after the stipulated closing date and time: Wednesday, 06 May 2015 by 11:00 hours.

4. Please acknowledge receipt of this RFP and indicate whether or not you intend to submit a proposal, maximum within one week from the issuance date of the RFP (emailing to nhaque@unicef.org).

5. All technical proposals will be evaluated using the evaluation criteria as 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.

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. 2014-9118344.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Nasreen E. Haque

Date: 19/4/2015

Nasreen Haque

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

Email : nhaque@unicef.org

Approved By:

Faruq

Date: 19/4/2015

Farhana Huq

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-NHA-2015-9118344** 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 _____

REQUEST FOR PROPOSAL (RFP): To establish a baseline for the WASH programme in 20 UNDAF and 8 worst affected arsenic and salinity districts under the Water Supply, Sanitation and Hygiene (WASH) Programme (2014-2016) which can be basis to assess the programme's impact at endline.

RFP # LRPS- 2015-9118344

1.0 BACKGROUND

The UNICEF Water, Sanitation and Hygiene (WASH) Programme (2014-2016) has been developed in-line with the United Nations Development Assistance Framework (UNDAF) 2012-2016, Pillar 3 and aims to make improvements in hygiene behavioural practice and year round access to safe water and improved sanitation in the un-served, under-served and technically challenging areas. The programme is planned to be implemented in 40 Upazilas and 15 Pourashavas/City Corporations in 20 UNDAF and 8 arsenic and saline-affected districts (Annex I). The programme will particularly target the poorest households and communities, child-related institutions (schools and health facilities) in rural and urban slums areas.

The expected outputs of the programme are:

- i. By 2016, 2 million deprived population in rural and urban communities in 28 districts practice positive hygiene behaviour facilitated by improved and equitable use of safe drinking water, adequate sanitation and healthy environments
- ii. By 2016, 0.5 million school children in 28 districts use safe drinking water, improved sanitation and handwashing facilities
- iii. By 2016, 71 LGIs in the programme areas have the technical and managerial capacity to equitably plan, implement and monitor, and take corrective actions for effective coverage of safe drinking water and improved sanitation
- iv. By 2016, the WASH sector is strengthened by the effective implementation of key WASH policies and strategies

These expected results and their corresponding indicators are outlined in the programme's logframe (Annex II) of this Terms of Reference. The country programme has been underway since 2012 and in June 2014, a Mid Term Review (MTR) took place in partnership with the Government of Bangladesh which enabled the achievements to be reviewed, and new strategies were developed to address the anticipated needs of the sector. As part of the process for the MTR, equity monitoring was carried out in 2,378 households to determine the effective coverage of improved water sources and sanitation, and from this bottlenecks and corrective actions were identified. On the basis of this review, and collated learning from the SHEWA-B programme (2007 to 2013), the outputs for the WASH programme were modified and revised, as presented above.

The programme comprises five key output areas, outlined as follows:

1. WASH in rural areas
2. WASH in urban areas
3. WASH in schools
4. WASH in health centres
5. Support to the enabling environment

1. WASH in Rural communities

This component will be implemented in an estimated 40 selected upazilas in 28 districts using a range of different approaches, partners and implementation modalities. The planned interventions will focus to increase the access to, utilisation of, and demand for improved water sources, improved latrines and the practice of effective handwashing at key times. The key focus areas of this component relate to safe water, improved sanitation, reducing open defecation and the practice of key hygiene messages, including handwashing at key times and safe water storage.

For water, one of the key goals is to increase the effective coverage of safe water and the indicators have been modified to assess this. On this basis, the access to water, in terms of water source type, distance, use, daily volumes collected, year round access and water safety at both the source and the household, will be determined. To complement this assessment, research will be undertaken to increase the safety of water from sources, as well household water storage practices in addition to increasing support to the implementation of water safety plans.

A major component of the sanitation aspect will be the implementation of the Community Approaches to Total Sanitation (CATS). Importantly, disaster mitigation and challenges posed by Hard to Reach areas, will be addressed through new designs. To increase the access to a better and more affordable range of products, support will be provided using the sanitation marketing approach in selected districts.

As is known in the sector, knowledge and information on key WASH practices alone are not sufficient for behaviour change. Although the knowledge levels have been shown to be high, and most households have soap and water, the reported practice levels, are considerably low. When structured observations are used, the actual rates are very low, particularly of food-related handwashing. To identify the bottlenecks to handwashing, the revised programme will look at the barriers to effective handwashing at key times and address these through research pilots.

2. WASH in Urban areas

Since 2009, UNICEF has been supporting a range of urban WASH activities in 13 pourashavas and 2 City Corporations (Dhaka and Khulna), reaching approximately one million people, through partnership with the respective pourashavas/municipalities, DPHE, city corporations, the concerned Water Supply & Sewerage Authorities (WASA) and with community based organisation (CBOs) and NGOs.

In August 2014, UNICEF commissioned an urban study to highlight the geographical and sectoral areas of opportunity for UNICEF which would present the most effective use of UNICEF's resources and present the optimum value addition.

3. WASH in Schools

Although the situation with respect to access to water and sanitation in schools is better than in many neighbouring countries, the practice of handwashing is relatively low, and the lack of access to menstrual hygiene facilities and the poor condition of the facilities pose a significant impediment to the use of these facilities.

One of the reasons for the poor condition of the facilities is the negligible demand for such from the students, teachers and parents, limited interest, incentive, resources, sense of responsibility and monitoring owing to poor demand by the school, community and government to implement an appropriate maintenance schedule. Although data on WASH-related parameters is collected in primary schools through the Annual School Census, the indicators are inadequate to adequately monitor the progress.

To address the issues relating to the poor WASH facilities, UNICEF is supporting the construction and rehabilitation of such facilities, construction of handwashing facilities and the linkage of messages in the school, with the community, using the School Led Total Sanitation approach, while supporting the review of the indicators and the dissemination of the National WASH in School standards.

4. WASH in Health centres

On the basis of learning from the Sanitation, Hygiene Education and Water in Bangladesh (SHEWA-B) programme, a new modality to disseminate messages into the community will be implemented using government health workers from the health clinics and centres is underway. This new strategy

will be implemented through the Directorate General of Health Services (DGHS) for plain land upazilas and through the Integrated Chittagong Hill Tracts Development Project (ICDP) in the Chittagong Hill Tracts (CHT), using para workers/senior para workers. Importantly, this health and ICDP front line staff will be complemented by mass media campaigns from UNICEF Communication for Development section to build the required water quality, sanitation and hygiene behavioural change aspects.

To support the health workers in targeted areas, WASH facilities will be constructed and/or rehabilitated and handwashing stations installed, to ensure a more hygienic environment is available at the community clinics/centres in order to reinforce the WASH messages.

5. Support to the enabling environment

UNICEF has been supporting the development of policies on WASH related issues for many years and has contributed to the capacity building of government staff and the development of systems at local, district and national levels. On the basis of the equity monitoring, bottlenecks relating to the enabling environment were identified and strategies to address these have been incorporated into the new programme, including an increased focus on advocacy and monitoring of budgetary allocations and spending for WASH intervention.

This component will provide upstream policy support and the provision of training to facilitate the identification of gaps in the sector and in the respective districts, and to ensure that the resources available are allocated to those in most need i.e. hard core poor community. To complement this work, support is also planned to monitor the High Level Commitments made relating to the WASH sector with particular attention on WASH spending, as well as the dissemination of some of the key policies and strategies, necessary to implement.

A number of actors will be involved in programme implementation including Local Government Institutions (LGIs) viz. Union Parishads, Upazila Parishads, Pourashavas, city corporations etc, as well as the Policy Support Unit of MoLGRD&C.

2.0 PURPOSE OF ASSIGNMENT:

These Terms of Reference outline the objectives and establish the conditions for the recruitment of a suitably qualified agency to undertake the collection and analysis of data which will establish a representative baseline of selected WASH indicators (given in the Logframe in Annex II) to determine the baseline conditions in the 28 districts at the start of the programme, against which, progress will be measured in late 2016. In addition to collecting data on the stipulated indicators, the baseline study will also collect data to enable the data to be disaggregated in terms of rural, urban, Hard to Reach, gender, education, household income/assets etc.

The study will assess the following:

- *The current situation for each of the indicators given in the Logframe (Annex II);*
- *Data for the selected indicators will be collected as per the proposed sampling frame for rural, schools, clinics, urban areas and LGIs;*
- *Supporting data on geographical area (including rural, urban, Hard to Reach, arsenic-affected), gender, wealth/income, Hard to Reach, age and education level will be collected to supplement the data analysis;*
- *The prevalence of key practices including structured observations;*
- *Surveys will include a component for the Institutional capacity (technical and managerial) of relevant LGIs (Union Parishads, Upazila Parishads, Pourahavas/City Corporations etc.) to plan, implement integrated WASH interventions and take appropriate measures to ensure safety and sustainability of drinking water;*
- *Review of the financial management of the relevant WASH-related institutions at all levels to determine current and historical budgetary allocations to develop, implement and monitor WASH activities;*

3.0 TERMS OF REFERENCE:

3.1 Description of Assignment: Key Tasks to conduct the Baseline survey, expected Deliverables and Timeframe			
Tasks		End Product/deliverables	Time frame
<ul style="list-style-type: none"> ■ Consultant/Agency will review programme documentation, hold discussions with UNICEF and visit one Upazila, City Corporation/Pourashava to review estimation of target areas, households /population etc. ■ Agree with UNICEF on methodology and implementation plan, finalize data collection tools ■ Draft Inception Report ■ Incorporate comments and finalize report 		<ul style="list-style-type: none"> ■ Draft Inception Report ■ Final Inception report 	<ul style="list-style-type: none"> Week 3 after signing contract Week 4 after signing contract
<ul style="list-style-type: none"> ■ Recruit, train and deploy field surveyors and supervisors and pre-test baseline survey tools; finalize baseline survey data collection instruments (DCIs) ■ Conduct baseline survey ■ Data entry, analysis and share draft table. ■ Finalize table after receiving feedback 		<ul style="list-style-type: none"> ■ Agency Investigators/ Interviewers trained ■ Conduct baseline survey ■ Data entry and analysis ■ Draft data table ■ Final data table 	<ul style="list-style-type: none"> Week 5 after signing contract Week 6 after signing contract Week 8 after signing contract Week 12 after signing contract Week 14 after signing contract
<ul style="list-style-type: none"> ■ Draft Baseline report, submit for comments in a workshop ■ Incorporate comments/feedback and present the final baseline data report 		<ul style="list-style-type: none"> ■ Draft baseline data report ■ Final baseline data report 	<ul style="list-style-type: none"> Week 17 after signing contract Week 20 after signing contract
Total duration of the assignment will be for 10 months (inclusive of the inception period) from the commencing date.			

3.2 Time line: The assignment has to be completed within 10 months from the commencing date of the contract. The time frame against each task is indicative, the bidders may approach an alternative justified time-line, it considers more appropriate (considering all related factors).

3.3 Key Deliverables:

- I. A final inception report with methodology, implementation plan and data collection tools submitted
- II. Final Baseline survey report with data (in both xls, MS access, and SPSS format) to be provided to UNICEF incorporating feedback from UNICEF submitted.

3.4 Duty station: Assignment is Dhaka based but the agency personnel shall go to field at selected project areas for field works.

3.5 Methodology:

The assignment involves the collection and analysis of information/data representative of the time of the baseline, in the targeted rural and urban communities, schools, health centres, unions, upazilas, pourashavas and city corporations to establish a baseline for the WASH programme.

Each agency must submit a proposed methodology, concurrence to the proposed sampling frame (with confidence intervals) for data collection and analysis, an outline of the timeframe required. Therefore, the agency will need to design and implement various assessments to provide an objective overview of the WASH situation in the targeted rural and urban communities, schools, health centres households, as well as the capacity of the LGIs in the defined areas so as to be able to assess the attributions to the WASH programme in the intervention areas at the end of the project intervention. The agency will apply both quantitative and qualitative data collection tools and analysis to assess the WASH programme's logframe output indicators (Annex II). It will use the most appropriate mix of methods which will include among others:

For quantitative sampling related methods such as surveys, questionnaires, semi-structured/structured interviews, and structured observations of actual WASH service should be considered. The agency also will conduct water quality survey for arsenic at point of use and point of abstraction. The agency should develop a survey design and make calculation of the required sample size in the programme areas i.e. (i) WASH in rural community (40 Upazilas), (ii). WASH in schools (primary and secondary) for rural community (40 Upazilas), (iii). WASH in Urban areas (15 City Corporations/Pourashavas) and (iv) Institutional capacity building (LGIs in 40 Upazilas and 15 City Corporations/Pourashavas). All calculations should be made for 95% significance and adequately powered to be able to assess differences in practice stratified by the different geographical units and wealth category analysis to see the statistical significance. The methodological details including sample size calculations and types of survey tools are expected to be presented by the agency in their technical proposal and will be finalised in discussion with UNICEF. Consideration should be made of confounding factors which could have important and variable impacts on morbidity and stunting (e.g. care-seeking behaviour and home-care practices).

Qualitative methods may include, among others, focus group discussions, key informant interviews, in-depth interviews, good practice, bottleneck analysis etc. Triangulation will include spot checks of WASH facilities and demonstrations, and any other methods as appropriate.

All required indicators, along with the expected baseline are described in detail in Annex II, attached. Apart from establishing benchmark for the logframe indicators, the agency will, bring in additional information or develop additional relevant indicators as may apply and as per requirement of GoB and UNICEF which will be agreed upon during inception.

The agency will develop appropriate assessment tools, e.g. checklists as applicable, based on the logframe output indicators. The agency may recommend direct survey questions, proxy indicators, and/or structured observation, as necessary for each given indicator.

The focus of the WASH programme intervention is to reach the poorest households. Hence, the baseline data will need to provide information on households' level of poverty. To maximize the ability to compare these baseline data with the data from other sources, different approaches to poverty categorization should be used. Different approaches to poverty categorization are being used in Bangladesh. To maximize the ability to compare the data with data from other sources, we proposed to following separate poverty classifications (**Hardcore poor – Government of Bangladesh (GoB) House Hold Income and Expenditure Survey (2005/2010; Hardcore poor-principal component analysis etc.)**)

The assignment will also involve the collection and analysis of information on the technical and managerial capacity of the LGIs to implement and monitor water, sanitation and hygiene (WASH) service delivery in low income communities and ensure safety and sustainability of drinking water. Therefore, the agency will need to design and implement assessment tool to provide an objective overview of the capacity of the LGIs in the defined area which can then be used to monitor progress

towards the intended results. In addition, the agency will develop mechanism to identify external/internal factors that may be contributing to, or hindering, the performance of the LGIs in each district/upazila where applicable.

The agency will use the definitions of age groups, different types of latrines and water points and other related aspects as per the programme guidelines. A glossary of indicator definitions will be provided to the agency.

Data will need to be disaggregated by rural communities, urban slums, hard to reach area as per WSP (2012), Hard to reach Areas: Providing WSS Services to All, Water and Sanitation Programme: Guidance Note. However, the sample size calculations may be based on the entire survey population. Data should also be disaggregated by upazila and types of Pourashava/municipality, City corporations and wherever possible by unions for some key indicators as may apply – to allow more targeted and differentiated action based on the varying performance/progress levels in the programme catchment areas. Where applicable, data will also need to be disaggregated by sex and socio-economic status.

To carry out the required assessment tasks, the agency will determine the adequate number and composition of field investigation teams - composed of field investigators and supervisors. The Agency will recruit, train and manage the field assessment personnel. The team of senior experts will process, analyse and present the data to UNICEF and produce the baseline as per the set timeframe.

4. Description of assignment:

The Agency will set baseline for the WASH Programme for the indicators outlined in the programme logframe of results. It will ensure sound design, methodology and tools. Representative samples should be drawn from the 28 districts considering the rural communities in 40 upazilas, all primary schools/Government Primary Schools (GPS) and secondary schools in 40 Upazilas and slums of 15 pourashavas/City Corporations. Sample determination, proposed survey tools and survey implementation details (number of staff, team distribution and quality control mechanism) should be presented in the technical proposal. The primary Indicators, data definition for baseline for the programme include but are not limited to, the ones outlined in the logframe attached in Annex II.

4.1 Management and orientation of field investigators

The Agency will be responsible for orientation of the field investigators and quality assurance of the data collected.

4.2 Reporting

All findings gathered during the field visits will be tabulated, analyzed, interpreted and documented in the Baseline report. Data needs to be disaggregated by general rural, rural poor, rural hard to reach, urban poor (slum/low income settlement), male, female and children as specified in the programme logframe (annex II).

The baseline data and report should be initially submitted in the draft form for comments to UNICEF WASH section (five hard copies in addition to the electronic version). Feedback will be provided by UNICEF, GoB counterpart and only upon approval of the report the Agency will print the necessary number of copies for distribution to the stakeholders (distribution list to be provided by UNICEF) in a timely manner and in keeping with the reporting schedule. Soft copies of all reports, data (in both xls, MS access, and SPSS format) to be provided to UNICEF.

4.0 CONTRACTUAL PROCESS

4.1 PROCEDURE AND RULES

The schedule of the contractual process is as follows:

Submission of Proposal	11:00 hours	Wednesday, 06 May 2015
Contract issued	4-6 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 29 April 2015**. 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: fhuq@unicef.org; with copy to nhaque@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.

<i>Category</i>	Points allocated to each factor
<u>6.1 Organizational Capacity and Quality Control</u>	(15)
6.1.1. Credential of the organization in terms of reliability, experience and capacity: a) Company profile in relation to Recruitment, staffing and personnel management/ supervisory & effective system including adequate logistical capacity to complete the assignment successfully specifically within the specific duration, as detailed in the TOR under Section 3.	10
b) A brief introduction and overview of the assignment showing knowledge and understanding of the proposed project	5
<u>6.1.2: Adequacy of the proposed work plan & approach</u> <u>i. Approach</u>	(50)
a) Scope of proposed methods for undertaking the baseline survey including (i) finalizing the methodology, implementation plan and data collection tools; (ii) finalizing the Inception Report; (iii) methodological approach to organize and train up the survey team (iv) pre-test baseline survey tools and finalize them; (v) conduct data collection and (vi) data entry, analysis, and report writing. (This should be consistent with the tasks detailed in the TOR under section 3).	15
b) Proposed quality control mechanism for data collection/tabulation/ analysis, oversight and supervision considering all parameters indicated in Annex-II.	5
c) Risk management & flexibility of proposal in context of possible needs to make changes regarding time, duration, location and kind of activities.	5

Category	Points allocated to each factor
<u>ii. Planning & Schedule:</u> a) Technical knowledge & Service Efficiency/appropriateness of the implementation team; adequate and right staff combination in relation to the respective expected outputs of the assignment (pls. see TOR under Section 3 and qualification of the team members under section 14).	15
b) Quality of proposed supervision and implementation plan with time table and key possible indicators i.e. how the agency will undertake each task listed in the TOR under section 3 for timely completion of the assignment with quality output and client's satisfaction.	10
<u>6.1.3: Expertise of the organization :</u>	(35)
a) Evidence/experience in the field of conducting surveys for WASH Programme, using qualitative and quantitative research methods.	15
b) Demonstrable experience in data collection and analysis related to extent, location, conditions of the households members particularly women and children in relation to Water, Sanitation and Hygiene related programme, socio-economic condition and specifically in the mentioned areas.	10
c) Demonstrable experience and competency in working with large stakeholder group (UN, international development organisations, government departments, NGOs, etc.) in conducting Baseline Survey, Situation/Trend Analysis etc. 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:

13.1.1 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.

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

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

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

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

13.1.6 Financial proposal as per section 17.

14.0 QUALIFICATIONS/SPECIALIZED KNOWLEDGE /EXPERIENCE:

14.1 The organization with following knowledge and experience is preferred:

- a) Minimum 10 years of experience in in project/programme monitoring and demonstrated experience in base line development and process/outcome monitoring.
- b) Team leader should have in-depth understanding and expertise in quantitative and qualitative research methods.
- c) The agency should have experience in sanitation, hygiene and water supply related issues in particular in the context of Bangladesh rural and urban areas.
- d) The agency should have adequate and appropriate logistical facilities and personnel to ensure:
 - very good quality control mechanism for high quality data and database expertise
 - producing high-quality reports including excellent data analysis, data interpretation and data presentation
- e) Experience with local government agencies, UN or UNICEF an advantage.
- f) Flexibility to adapt to changes regarding time, duration, location and kind of field work activities.
- g) Must have effective accounting system to provide regular costs and billing. Have internal auditing procedures in place.
- h) The agency will have the responsibility to structure its team as it sees fit. However, the team should include a **core team consisting of one team leader and at least four key professionals as described below:**

Team Leader: Responsible for overall design and management of the study. Must have post-graduate degree in public health, epidemiology, or social science, and must have at least 10 years' experience in survey design and implementation. Must have previous experience in measuring water and sanitation-related indicators, including at least one previous assignment as Team Leader or Deputy Team Leader. Must have excellent communication and report writing skills.

Expert on Social Aspects: Responsible for designing indicators and survey tools particularly related to behavioural change. Must have post-graduate degree in sociology, anthropology, or social science and at least 5 years' relevant work experience. Experience in the watsan sector is an advantage but not a requirement.

Institutional Expert:

Responsible for designing indicators and survey tools related to local governance and institutional capacity aspects. Must have post graduate degree in Public Administration, Development Studies or any other relevant discipline of social Science. At least 5 years of work experience in the area of local governance and fiscal decentralization. Good understanding of local governance and local development issues and planning, budgeting and public expenditure management cycle at the local level in particular. S/he should have experience in conducting in-depth interviews, FGDs and using other information assimilation tools, strong analytical skills and excellent interpersonal communication skills. Exposure of water and sanitation/public health issues will be considered an advantage.

Statistical Analyst: Responsible for managing and analyzing data collected and ensuring quality control during data collection and entry. Must have post-graduate degree in statistics, epidemiology, public health, or related relevant field. Must have at least 5 years' relevant work experience. Experience in sanitation, hygiene and water related issues in particular in the context of Bangladesh rural and urban areas will be an advantage.

Field Coordinator: Responsible for coordinating and managing field teams. Must have at least 5 years' relevant work experience, including at least one previous assignment managing a large survey in Bangladesh.

- 14.2 Agencies must submit separate Technical and Financial proposals in the following manner:
- Should provide three (3) copies of technical proposal and one (1) copy of financial proposals. Technical proposals and financial proposals should be packed in separate envelopes and marked with markings (RFP/Bid No., title, proposal type, no. of copies etc.). These two (2) packages should be over packed in one bigger envelope and sealed envelopes should have proper markings i.e., RFP/Bid No., title and addressed to the Chief, Supply & Procurement Section, UNICEF-BCO, BSL Office Complex, 1 Minto Road, Dhaka-1000.
 - Cost should not be appeared in the technical proposal.
 - The Proposal package with all necessary markings should be dropped in the Bid Box located at UNICEF Reception area on the 3rd Floor, Right wing, BSL Office Complex, 1 Minto Road, Dhaka-1000.

14.3 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 the team leader(s) who will lead the overall assignment and study/baseline assessment process, providing technical guidance in developing the research instruments, methods for understanding the study and reporting, selecting the team members for each specific task ensuring that highest quality are maintained throughout the process. Languages: The Team leader and other key team members should have fluency in English and good writing skill.

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 the 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 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.

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 Taka)

Description of Items	Rate	# of days	Persons	Total
A) Personnel Cost in 3 main categories (Senior, Mid-level and Junior) for: i. Finalizing methodology ii. Development, pre-test and finalization of data collection tools iii. Data entry, analysis etc. iv. Presentation of draft baseline report v. Finalization of Survey Report				
B) Pre-testing data collection tools				
C) Travel Cost of individual team member				
D) DSA of team member during travel				
E) Other Cost Please specify any other costs than above (i.e., communication, computer usage, management fees, etc.)			NA	
Total Cost for the assignment				
Value Added Tax (VAT) in Percentage (%): (where VAT is not applicable; bidder should indicate "ZERO" percentage.)				
<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>				

NOTE(s):

- All costs, besides those mentioned in above format must be included in the financial proposal. Please provide cost breakdown of items (Sl. # A-E) with respect to number of persons and days involved for each task in separate sheets.
- UNICEF will assume that the bidders will have factored in its offer all causes that may have an influence on the prices.

Proposed Payment Milestones: In the Financial Offer please provide confirm the Payment Schedule linked with justified portions (measurable) of deliverables with timeslot. UNICEF proposing following payment milestones for this assignment:

1st installment (30% of total assignment cost) will be paid upon receiving final inception report.

2nd installment (40%) will be paid after completion of data collection.

3rd or final installment (30%) will be paid after submission and acceptance of the final report with data (in both xls, MS access, and SPSS format).

17.2 Kindly note that:

- All amounts will be quoted in Taka.
- 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 indicating the deliverables UNICEF will receive against each installment required (as described above). **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 activity 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 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 procedure in accordance with Article on "Settlement of Disputes" below (page 13) shall not be deemed a termination of this Contract.

SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior approval and clearance of UNICEF for all sub-contractors. 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 shall be subject to and in conformity with the provisions of this Contract.

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.

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.

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.

Table 1: Priority Upazilas and City Corporations/ Pourashavas for WASH Interventions

SI no.	Divisions	Districts	Intervention Upazilas	No of Upazila	Intervention City Corporations/ Pourashavas	Remarks
1	Khulna	Bagerhat	Moralgonj	1	Bagerhat	UNDAF
2		Satkhira	Assasuni, Shyamnagar	2		UNDAF
3		Narail	Lohagora	1		
4		Khulna	Dacope, Koyra	2	Khulna City Corporation	UNDAF
5	Barisal	Barguna	Amtali, Barguna Sadar	2	Barguna	UNDAF
6		Bhola	BholaSadar, Char Fasson	2	Bhola	UNDAF
7		Patuakhali	Kalapara	1		UNDAF
8		Pirojpur	Kaukhali	1		
9	Dhaka	Faridpur	Sadarpur	1	Dhaka City Corporation	
10		Gopalganj	Kotalipara	1		
11		Jamalpur	Jamalpur Sadar	1	Jamalpur	UNDAF
12		Netrakona	Atpara	1	Netrokona	UNDAF
13		Monshigonj	Louhojonj	1		
14		Manikgonj	Manikgonj Sadar	1		
15	Rangpur	Gaibandha	Fulchhari	1	Gaibandha	UNDAF
16		Kurigram	Chilmari, Fulbari	2	Kurigram	UNDAF
17		Nilphamari	Dimla	1	Nilphamari	UNDAF
18		Rangpur	Gonggachara	1		UNDAF
19	Rajshahi	Sirajganj	Shahjadpur, Belkuchi	2		UNDAF
20	Sylhet	Habiganj	Baniachong, Madoppur	2	Habiganj	UNDAF
21		Sunamganj	Dowarabazar	1	Sunamganj	UNDAF
22		Sylhet	Goainghat	1		UNDAF
23	Chittagong	Comilla	Homna, Daudkandi	2		
24		Cox's Bazar	Ukhia, Pekua	2	Cox's Bazar	UNDAF
25		Noakhali	Subarnachar	1		
26		Khagrachhari	Lakshmichhari, Mahalchhari,	2	Khagrachari	UNDAF
27		Bandarban	Lama, Rawanchari	2	Bandarban	UNDAF
28		Rangamati	Baghaichhari, Borkal	2		UNDAF

Project Title: Water, Sanitation and Hygiene (WASH) Programme (GoB-UNICEF) in Bangladesh (2015-2018) - Logframe

Narrative summary	Objectively Verifiable indicators (OVI)	Specific questions	Data disaggregated by	MoV/Data source
GOAL PCR 1: By the end of 2016, women, children and youth in 282 selected districts will have improved, equitable and year round use of safe drinking water, adequate sanitation, healthy environments and improved hygiene practices				
Proportion of the population having access to arsenic-safe drinking water (≤ 50 ug/l As) [Target 2016: Urban: 90%, Rural: 87% National: 89%]		Proportion of the population having access to improved sanitation [Target 2016: Urban: 59%, Rural: 59% National: 59%]		
OUTPUTS				
IR 1: By 2016, 2 million deprived population in rural and urban communities in 24 districts practice positive hygiene behaviour facilitated by improved and equitable use of safe drinking water, adequate sanitation and healthy environments				
By 2016, 2 million deprived population in rural and urban communities in 28 districts practice positive hygiene behaviour and facilitated by improved and equitable use of safe drinking water, adequate sanitation and healthy environments	1.1. Proportion/number of people in programme area using sufficient, year-round, safe drinking water (≤ 50 ug/l As and <1 CFU/100 ml) [Target 2016: 18%]	# and % Safe water source type (define) Access (within 150m) Use (who uses that source) Year round (all year water available and accessible) WQ: ≤ 50 ug/l As and <1 CFU/100 ml at source and point of use (PoU)	General Rural, Rural poor Rural hard to reach (Definition and area3) Urban poor (slum/low income settlement)	Baseline, midline, endline surveys and performance data estimated using the WASH Impact survey, spot check and water quality tests results at HH level.
	1.2. Proportion/number of target people in programme area using improved sanitation facilities. [Target - 2016: 61%]	Access (within 20m) Improved sanitation (define as per JMP, type and not shared, 1 per HH) Additional (for L3M) Clean and functional Accessible by all members of the HH all year round With handwashing facilities means the availability of soap and water (in the form of a sink, tap or container) inside or within 5m of the latrine.	General Rural, Rural poor Rural hard to reach (Definition and area2) Urban poor (slum/low income settlement) Male, Female & Children >3 years age	Baseline, midline, endline surveys and performance data estimated using the WASH Impact survey, spot check at HH level.

1 Although UNICE current Country programme is between 2012 to 2016, but UNICEF new WASH programme designed withn GOB between 2015 to 2018.

2 WASH programme included additional 8 districts with 20 selected UNDAF district based on arsenic and salinity criteria

3 WSP (2012), Hard to reach Areas: Providing WSS Services to All, Water and Sanitation Programme: Guidance Note.

Narrative summary	Objectively Verifiable indicators (OVI)	Specific questions	Data disaggregated by	MoV/Data source
	1.3. Proportion/number of people practicing open defecation in rural programme areas. [Target 2016: 5%]	% practice of open defecation free (ODF) # of communities/clusters /slums/low income settlement where ODF (defined) are taking place	General Rural, Rural hard to reach (Definition and area2) Urban slum/low income settlement	Baseline, Midline, End line Surveys and performance data estimated using the spot-checks and environmental observation and other qualitative methods at village/urban poor settlement/community level.
	1.4. Proportion/number of target people in programme area who wash both hands with soap after defecation. [Target 2016: 31%]	Observed current practice levels of washing both hands with soap and water (at least 6 second) after using toilet (effective handwashing – different levels as per L3M)	General Rural, Rural poor Rural hard to reach (Definition and area2) Urban poor (slum/low income settlement)	Baseline, Midline, End line Surveys and performance data estimated using the WASH Impact interviews/spot-checks and structured observations for hand washing behaviour at HH level.
	1.5. Number of people in programme area using water systems covered by verified water safety plans. [Target 2016: 10,000]	-people at the community received training on WSPs (source protection, carrying and storage of water) -Monitor WSPs (source protection, carrying and storage of water)	Male 18+ Female 18+ Children (6-18 years age) General Rural, Rural hard to reach, Urban	Baseline, Midline, End line Surveys and performance data estimated using the WASH Impact interviews/spot-checks at HH level.
	1.6. Number and proportion of health centres in programme area having improved water and sanitation facilities. [Target 2016: 50, 13% of 390]	-Access to Improved water and sanitation facilities define as per JMP, type as per Bangladesh context. -With handwashing facilities means the availability of soap and water (in the form of a sink, tap or container) inside the latrine.	NA	Baseline, midline, endline surveys and performance data estimated using the WASH Impact spot check at facility level.
IR2: By 2016, 0.5 million school children in 28 districts use safe drinking water, improved sanitation and handwashing facilities				
By 2016, 0.5 million school children in 24 districts use safe drinking water, improved sanitation and handwashing facilities	2.1 Proportion/number of school children in programme area using an	Improved water supply as per JMP definition	General Rural, Rural hard to reach (Definition and area2) Urban	Baseline, Midline, End line Surveys and performance data estimated using the WINS Impact interviews, spot-checks at school/facility level.

Narrative summary	Objectively Verifiable indicators (OVI)	Specific questions	Data disaggregated by	MoV/Data source
	improved drinking water source [Target 2016: 89%]	<ul style="list-style-type: none"> -Gender segregated facilities -Within 50m of the school building -Student ratio to clean and used latrines <p><u>Optional extras</u></p> <ul style="list-style-type: none"> -Water in or within 15m of the classes; -Location of Water: Points from 10 meters away from latrines; -Access to drinking water with glass in the/close to classroom -Student ratio to an improved water source - Existence of platform with proper drainage facilities -cleanliness of water surroundings 		
	2.2 Proportion/number of school children in programme area using segregated improved sanitation facilities [Target 2016: 89%]	<p>According to JMP an improved sanitation facility is defined as one that hygienically separates human excreta from human contact.</p> <p><u>Optional extras</u></p> <ul style="list-style-type: none"> -Gender segregated facilities; -Within 50m of the school building; -Student ratio to clean and used latrines; -Menstrual hygiene facilities inside girl's toilet? -student who use an improved latrine within 50m of all users; weather pan of the latrine is built with easy to clean materials and having cleaning agents inside the toilet; -running water inside the latrine cube/chamber. 	General Rural, Rural hard to reach, Urban	Baseline, Midline, End line Surveys and performance data estimated using the WinS Impact interviews, spot-checks at school/facility level.
	2.3 Proportion/number of school children in programme area with functional handwashing facilities (with soap and water) [Target 2016: 45%]	<p>Handwashing facilities with soap inside or within 5m of the latrine</p>	General Rural, Rural hard to reach, Urban	Baseline, Midline, End line Surveys and performance data estimated using the WinS Impact interviews, spot-checks at school/facility level.

Narrative summary	Objectively Verifiable indicators (OVI)	Specific questions	Data disaggregated by	MoV/Data source
	2.4 Number (and proportion) of schools with budgetary allocations for Operation and Maintenance of WASH facilities [Target 2016: 500 (31% of 1600 schools)]	-schools having annual plan approved by SMC. -schools having budgetary allocation for O&M as per annual plan. -adequacy of the O&M budget as per requirement	General Rural, Rural hard to reach, Urban	Baseline, midline, endline surveys and performance data estimated using the WASH Impact interviews at school level.
IR3: By 2016, 71 LGIs in the programme areas have the technical and managerial capacity to equitably plan, implement and monitor, and take corrective actions for effective coverage of safe drinking water and improved sanitation				
By 2016, 71 LGIs in the programme areas have the technical and managerial capacity to equitably plan, implement and monitor, and take corrective actions for effective coverage of safe drinking water and improved sanitation	3.1 Number of LGIs which have carried out WASH equity assessments in the programme area. [Target 2016: 30 of 355 LGIs]	--LGI staff and representative received training on WASH equity assessment -LGIs carried out WASH equity assessment -LGIs removing bottleneck based on WASH equity analysis	General Rural, Rural hard to reach, Urban	Baseline, Midline, End line Surveys and performance data estimated using the Institutional Assessment of LGIs for WASH programme
	3.2 Number of LGIs in the programme area which have the capacity to develop, implement and monitor Integrated WASH Plans [Target 2016: 71 out of 355 LGIs]	- Integrated WASH plan is available in LGI -LGI staff and representative received training on Integrated WASH plan; -LGI actively involved in integrated WASH planning process; -LGI adopted/endorsed integrated WASH plan in open meeting.	General Rural, Rural hard to reach, Urban	Baseline, Midline, End line Surveys and performance data estimated using the Institutional Assessment of LGIs for WASH programme implementation.
	3.3 Number of LGIs which have increased budget allocation for WASH interventions [Target 2016: 30 out of 355 LGIs]	Funds allocated/received/spent by LGIs to: improve sanitation (define) for rural poor improve sanitation (define) for urban poor Govt funds allocated/received/spent for sanitation facilities differently abled people	General Rural, Rural hard to reach, Urban	Baseline, Midline, End line Surveys and performance data estimated using the Institutional Assessment of LGIs for WASH programme implementation.
	3.4 Number of LGIs with increased technical and managerial capacity to plan, implement and monitor WASH interventions. [Target 2016: 71 out of 355 LGIs]	LGIs - # received technical capacity building # received managerial capacity building	General Rural, Rural hard to reach, Urban	Baseline, Midline, End line Surveys and performance data estimated using the Institutional Assessment of LGIs for WASH programme implementation.

Narrative summary	Objectively Verifiable indicators (OVI)	Specific questions	Data disaggregated by	MoV/Data source
<p>IRA: By 2016, the WASH sector is strengthened by the effective implementation of key WASH policies and strategies</p> <p>By 2016, the WASH sector is strengthened by the effective implementation of key WASH policies and strategies</p>	<p>4.1 # of National WASH-related strategies developed and endorsed. [Target 2016: 4 (related to water supply and quality, urban, sanitation and emergencies)]</p> <p>4.2 Volume of quality-controlled data records stored in WASH database and used routinely for generating information [Target 2016: 500,000]</p> <p>4.3 Number of Child Equity WASH reports generated and shared from database [Target 2016: 2]</p> <p>4.4 Percentage increase in the government funding disbursement for equity-focused WASH programmes to LGIs. [Target 2016: 5%]</p>	<p>Implementation of key WASH policies and strategies</p> <p># of policies and guidelines relating to rural and urban WASH developed and endorsed at appropriate level</p> <p># of Arsenic results/WP status updated in database New well info entered within 6 months.</p> <p># of report published on annual basis</p> <p>Funds allocated/received/spent by LGIs to remove bottleneck based on WASH equity analysis</p>	<p>Rural, Urban</p> <p>Rural, Urban</p> <p>NA</p> <p>Rural, Urban</p>	<p>GoB Reports</p> <p>GoB Hardware and Water Quality MIS Report</p> <p>GoB Reports</p> <p>MoRES progress report</p>

Sample to be selected for the study

Domain of population to be covered	Number of districts/ unions	Population to be covered	Cluster (area from which sample is to be selected)	Proposed minimum no. of sample	Stage wise sample size	Methodology proposed
Household (Rural) – Hard to Reach	28	XX target population	Union	1200	60 segments, each of 20 households each	Household assessments
Household (Rural) – Non Hard to Reach	13	XX target population	Union	1200	60 segments, each of 20 households each	Spot Check assessments Structured observation
Household (Urban)	13 pourashavas & 2 city corporations	XX target population	Low Income Community (LIC)/ slum	1000	50 segments, each of 20 households each	Water sample collection and analysis
School (Rural) – Hard to Reach	23 districts 3700 school in the programme areas (3,300 are primary and 400)	1600 schools 500,000 students	Union	20%	20%	Household assessments Visual assessments Structured observation Water sample collection and analysis
Community clinics (Rural) – Hard to Reach	23	XX community clinics (50 target clinics)	Union	20%		?? Inventory and service assessment??
Local Government Institutions – Rural and Urban	XX Union Parishads, 13 Pourashavas, 2 City Corporations	355	Union Parishads, Pourashavas, City Corporations	20%		Inventory and service assessment??