REQUEST FOR PROPOSAL (RFP)

Date: 2 September 2014

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Evaluation of the Intervention and Rehabilitation Program in Residential Facilities and Diversion Programs for Children in Conflict with the Law (CICL)

SEALED Proposals should be sent to:

UNICEF [Mr. Charles Parks, Chief of Operations]
[Bid Reference Number]
31st Floor, Yuchengco Towers, RCBC Plaza, 6819 Ayala Avenue,
1200 Makati City, Philippines

given the urgency of requirement, UNICEF will accept offers through email: tziraguma@unicef.org or hmasood@unicef.org

IMPORTANT – ESSENTIAL INFORMATION

The reference RFP [Reference Number] must be shown on the envelope containing the Technical Proposal and on the envelope containing the Price Proposal, as well as on the outer packaging containing both envelopes.

The bid form must be used when replying to this request for proposal.

The Proposals MUST be received at the above address by latest 3:00PM on 19 September 2014, and will be publicly opened at 3:00PM on 22 September 2014, at the UNICEF Philippines Country Office.

Proposals received after the stipulated date and time will be invalidated.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF’s requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.
BID FORM

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

TERMS AND CONDITIONS OF CONTRACT
Any Contract or Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION
Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation Number.

The Undersigned, having read the Terms and Conditions of RFP [Reference Number] set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: __________________________
Date: __________________________
Name & Title: __________________________
Company: __________________________
Postal Address: __________________________
Tel. No.: __________________________
E-mail: __________________________
Validity of Offer: __________________________
Currency of Offer: __________________________

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

10 Days, 3.0%  15 Day, 2.5%  20 Days, 2.0%  30 Days, Net_______

Other Trade Discounts: __________________________
THIS REQUEST FOR PROPOSAL HAS BEEN:

PREPARED BY:  [Signature]
Hammad Masood, hmasood@unicef.org
(To be contacted for additional information. NOT FOR SENDING OFFERS)

APPROVED BY:  [Signature]
Tom Ziraguma, tziraguma@unicef.org
1.0 PROCEDURES AND RULES

1.1 ORGANISATIONAL BACKGROUND

UNICEF is the agency of the United Nations mandated to advocate for the protection of children’s rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children’s rights as international standards of behaviour towards children. UNICEF’s role is to mobilise political will and material resources to help countries ensure a “first call for children”. UNICEF is committed to ensuring special protection for the most disadvantaged children.

UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices worldwide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF’s 37 committees raise funds and spread awareness about the organisations’ mission and work.

1.2 PURPOSE OF THE RFP

The purpose of this RFP is to invite proposals for conducting An Evaluation of the Intervention and Rehabilitation Program in Residential Facilities and Diversion Programs for Children in Conflict with the Law (CICL)

1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

a) Closing date and time for submission of full proposal: **3:00PM, 19 September 2014**

b) Award Notice: [date]

c) Signature of contract: [date]

[Insert any other relevant points e.g. Questions to be received by, Questions & Answers to be shared by, site visit or bidders conference will be held on..., public opening date if applicable, bidders to confirm their intent to submit a proposal by [date], etc.]

1.4 RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP must be submitted in writing to Hammad Masood, via email at hmasood@unicef.org or via fax at 729-4523. Please make sure that the e-mail or fax and mentions the RFP #.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal. Proposals may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

1.5 RFP RESPONSE FORMAT

REQUEST FOR PROPOSAL 4 RFP [Reference Number]
Full proposals should be submitted in ENGLISH and must be received not later 19 September 2014, 3:00PM in three (03) original copies, duly signed and dated. Bidders must submit a sealed proposal, with two separate sealed envelopes inside for a) the Technical Proposal and b) the Price Proposal.

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. They must be clearly marked as follows:

- Outer envelope: Name of company
  - RFP number
  - UNICEF XXX
  - Address

- Inner envelope – technical proposal: Name of company, RFP number - technical proposal
- Inner envelope - price proposal: Name of company, RFP number - price proposal

Proposals received in any other manner will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals [publicly] when the specified time has arrived and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

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

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

The bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in 1.10 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 BIDDER RESPONSE

1.6.1 Formal submission requirements
The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

1.6.2 Bid Form
The completed and signed bid form must be submitted together with the proposal.

1.6.3 Mandatory criteria
All mandatory (i.e. must/have to/shall/should) criteria mentioned throughout this Request for Proposal have to be addressed and met in your proposal.
1.6.4 Technical Proposal
The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its statement of work, terms of reference and paragraph 1.10 of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal
The price proposal should be as per but not limited to paragraph 1.10 of this Request for Proposal.

1.6.6 Checklist for submission of proposals

☐ Bid form filled in and signed

☐ Envelope for technical proposal
  ☐ Technical proposal
  ☐ Technical proposal does not contain prices
  ☐ Envelope is sealed
  ☐ Envelope is marked as follows:
    Name of company, RFP number - technical proposal

☐ Envelope for price proposal
  ☐ Price proposal
  ☐ Envelope is sealed
  ☐ Envelope is marked as follows:
    Name of company, RFP number - price proposal

☐ 1 outer envelope
  ☐ Containing ☐ bid form, ☐ envelope for technical proposal, and ☐ envelope for price proposal
  ☐ Envelope is sealed
  ☐ Envelope is marked as follows
    Name of company
    RFP number
    UNICEF.XXX
    Address

1.7 CONFIDENTIAL INFORMATION

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

1.8 RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or
complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:
- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data (from the bidder(s));
- arrange interviews with the bidder(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

1.9 PROPOSAL OPENING

Proposals will be publicly opened at 3:00PM on 22 September 2014 at UNICEF Philippines Country Office.

1.10 PROPOSAL EVALUATION

After the [public] opening, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The proposals will be evaluated against the following:

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<tr>
<th>CATEGORY</th>
<th>POINTS</th>
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<td>1. Technical Evaluation Criteria</td>
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<td>1.1 Overall Response</td>
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<td>- Completeness of response</td>
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<td>- Overall concord between RFP requirements and proposal.</td>
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<td>1.2 Experience of Company and Key Personnel</td>
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REQUEST FOR PROPOSAL 7 RFP [Reference Number]
Total Technical 75

Only proposals which receive a minimum of [xx] points will be considered further.

2. Price Proposal 25

The total amount of points allocated for the price component is 25. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

\[
\text{Score for price proposal } X = \frac{\text{Max. score for price proposal} \times \text{Price of lowest priced proposal}}{\text{Price of proposal } X}
\]

Total Technical and Price 100 Pts

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the project's goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

The bidders should ensure that all pricing information is provided in accordance with the following:
The currency of the proposal shall be in USD. Invoicing will be in the currency of the proposal. The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

1.10 PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.11 VALIDITY

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.12 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Special and General Terms and Conditions are attached and will form part of any contract resulting...
1.13 FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

1.14 PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.

ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE

1. BACKGROUND INFORMATION

The Convention on the Rights of the Child (CRC) to which the Philippines is a State Party contains policies and other measures that address issues confronting children in conflict with the law (CICL). Specifically, the Convention provides that CICL should take into account the child's age, the desirability of promoting the child's reintegration, and the child assuming a constructive role in society. Crucial to realizing this is a juvenile justice system that puts detention as a last resort for children who are alleged as, accused of, adjudged, or recognized as having infringed the penal law. An intervention and rehabilitation program that aims to restore the child to the mainstream and prevent re-offending is equally important.

The Philippine legal framework on CICL traces its origin to the 1974 Child and Youth Welfare Code (Presidential Decree No. 603). The Code outlines the procedures for the care and treatment of CICL, earlier known as youth offenders, and introduces the concept of suspension of sentence and commitment to the care and custody of the Department of Social Welfare and Development (DSWD). The Code mandates DSWD to establish and maintain regional rehabilitation centers for CICL. More than thirty (30) years thereafter, Republic Act No. 9344, also known as the Juvenile and Justice and Welfare Act of 2006 was enacted, establishing a more comprehensive juvenile justice and welfare system in the Philippines and introducing the concept of restorative justice and diversion. The law takes into account the principles contained in the CRC and other international instruments relating to the protection of the rights and the promotion of the welfare of CICL. The law likewise creates the Juvenile Justice and Welfare Council (JWNC), in which DSWD is the head, as an inter-agency body responsible for coordinating the implementation of R.A. No. 9344.

In addition, the law reiterates the primary responsibility of DSWD to establish and maintain the Regional Rehabilitation Centres for Youth (RRCY) in each region of the country. It is also responsible for providing technical assistance to LGUs in the development of community-based programs for intervention, diversion, and rehabilitation. The RRCY is a facility designed to provide intensive treatment in a residential setting for children in conflict with the law who are under suspended sentence. DSWD operates and maintains 15 RRCYs and one centre for female CICL in the National Capital Region (NCR) known as Marillac Hills.

A few local government units (LGUs) likewise run homes for CICL such as the Molave Youth Home in Quezon City and the Pasay City Youth Home. Through congressional development funding, DSWD oversees the establishment of Bahay
Pag-aso, a 24-hour residential facility cum rehabilitation center that provides temporary care to a maximum of 25 disadvantaged male children, including CICL, at any given time. The centers provide protection, care, training, and rehabilitation for children in a home-like environment for a maximum of six months. These centers were established in several LGUs.

As mentioned earlier, R.A. No. 9344 introduces diversion as a measure for CICL to avoid contact with the formal judicial processes. Diversion may be undertaken at the barangay level, during a police investigation, during an inquest or preliminary investigation, or by the court. Diversion is available for CICL who commit offenses with imposable penalty of not more than six years of imprisonment. For offenses with imposable penalty of six years and more, diversion may still be applicable but only by the courts and prior to arraignment. A diversion program is developed taking into consideration a number of factors, and agreed upon by all concerned parties including the victims, if any. Diversion programs are in a number of forms including sociocultural and psychological responses and services, but all aim for the child's rehabilitation and reformation.

UNICEF Philippines supported the drafting and advocacy for the passage of RA No. 9344 and other programs to promote the appropriate handling of children in conflict with the law. UNICEF worked with DSWD to support the drafting of DSWD Administrative Order No.10, series of 2007 on the Guidelines for Social Workers on the Handling and Treatment of Children in Conflict with the Law, and DSWD Administrative Order No.7, Series of 2008 on the Guidelines for the Conduct of Diversion for Children in Conflict with the Law. During the 6th cycle of the Country Programme Action Plan (CPAP 2006-2011), UNICEF also supported the improvement of various DSWD and LGU operated centers and institutions for children in conflict with the law by supporting the capacity building for social workers and house parents on how to handle the children, and also providing supplies and equipment which can be used for conducting activities with the children in the centers, such as sports equipment and tools and equipment for technical and vocational skills training (i.e. carpentry, welding, etc.).

Since 2000, there have been significant developments in the child protection legal framework that impact DSWD’s mandates and responsibilities. Among these are the passage of laws providing protection to victims of trafficking in persons, worst forms of child labor, child pornography and child prostitution, and CICL. These laws require the delivery of psychosocial care and assistance, whether undertaken in institutions or at the community level. Of particular concern is the care and treatment of CICL, especially those who are under a diversion program and those who are on suspended sentence. These laws have expanded the roles and responsibilities of DSWD as well as local governments which may have impacted the quality of intervention programs and the manner of delivering services to CICL. There have been discussions and debates on the readiness of welfare institutions and local governments to meet the rehabilitation and reintegration needs of CICL and the effectiveness of interventions and services. Some have questioned the efficacy of the Juvenile and Justice and Welfare Act, especially its inability to prevent re-offending and recidivism among CICL, that Congress sought amendments of the present law. The congressional bicameral committee finally agreed on contentious and conflicting provisions between the versions of the Senate and the House of Representatives. The amendments further call for an enhanced and intensified programs and services for CICL especially those who commit heinous or serious offenses. Interestingly, these interventions are those that are provided in residential facilities.

Previous studies (Hoffman 2002; DSWD 2004) on DSWD centres and institutions for children shed light on a number of interrelated issues, such as capacity of existing facilities to fulfil the current service delivery objectives of the Department; management and operations of these residential facilities; policy and standards; and service delivery quality and responsiveness. However, there has not been any evaluation done on the effects of the rehabilitation and intervention program of the RRCYs. Meanwhile, the UP Law Centre Institute of Government has jointly conducted a research with DSWD on the local government compliance with the CICL law. Findings show that there is a low level of compliance in the local governments covered by the research, attributing it to factors such as financial constraints, lack of personnel,
lack of knowledge, and lack of training on R.A. No. 9344. No evaluation, however, has been done yet on the implementation of diversion programs at various levels since the law took effect. The study conducted by UP recommends looking into the implementation of existing diversion programs towards identifying effective diversion models.

It is, therefore, strategic to examine at this point, through an independent evaluation process, the centre-based and diversion programs for CICL and how these contribute to the overall objectives of juvenile justice and welfare administration. A fresher look into these programs and services will pave the way for a more current picture which could eventually feed into policy reform and program enhancement.

The results of this evaluation will be used by DSWD and UNICEF in refocusing, redeveloping, or improving its center-based programs and services for CICL as well as in improving accreditation standards for CICL programs of facilities operated and managed by LGUs and non-government organizations. It will also strategically interface with the ongoing efforts of the JJWC to implement the Comprehensive National Juvenile Intervention Program at the local level.

2. PURPOSE OF THE EVALUATION

The evaluation will be mainly used to enhance the understanding of DSWD as well as local governments and UNICEF on what services and interventions work and what do not work for CICL who are under suspended sentence, discernment assessment, or diversion programs. It also aims to provide evidence for policy reform and program development or enhancement towards contributing to the achievement of the objectives of the juvenile justice and welfare system of the country.

The primary users of the findings and conclusions of this evaluation will be the relevant units of DSWD such as the Policy Development and Planning Bureau (PDPB), Protective Services Bureau (PSB), Social Technology Bureau (STB), and Standards Bureau (SB), the social welfare and development offices at the local government units, NGO implementing partners, and UNICEF.

These different units of DSWD coordinate with each other in developing, pilot-testing, and monitoring policies and programs as well as accreditation standards. The results of this evaluation will be endorsed by the DSWD Undersecretary in charge of policy and program to the appropriate units. Such units shall review policy recommendations and/or prepare the proposed guidelines in response to the recommendations. For instance, this evaluation may recommend specific policy reforms; hence, the PDPB will develop proposed policy guidelines in consultation with other relevant DSWD units. If the recommendations require adjustment in standards for center-based facilities, the SB will make the necessary changes in national standards.

The policies and standards arising from this evaluation will be likewise relevant for the Social Welfare and Development Office of local governments as they supervise the operations and maintenance of local facilities. Such evaluation results also matter to the administrators of the RRCY and those of LGU- or NGO-run facilities. The conduct of this evaluation likewise supports the mandate of JJWC to conduct continuing researches and studies on matters relating to juvenile justice and welfare, especially on related programs and services seeking to respond to the needs of CICL. The findings of this evaluation will also be relevant to the JJWC, especially in the implementation of the Comprehensive National Juvenile Intervention Program at the local level.

For UNICEF, the evaluation findings will be used to strengthen UNICEF’s strategy on CICL and the corresponding programs and projects for priority local government units.
3. SCOPE OF THE EVALUATION

The general objective of the evaluation is to determine which programs/services/practices are the most relevant and effective in implementing diversion programs and meeting the rehabilitation and reintegration needs of children in conflict with the law.

The evaluation has the following specific objectives:

1. Assess the center-based rehabilitation programs and services, and intervention programmes of the Regional Rehabilitation and Youth Centers (RRYC) of DSWD supported by UNICEF;

2. Assess existing community-based intervention and diversion programs at various levels (i.e. barangay, police, prosecutor) and the processes and mechanisms for implementing and monitoring such programs, including those assisted by UNICEF;

3. Determine the capacity of local government social workers in assessing CICL’s ability to discern committal of an offense, and use this as basis for identifying support to improve their knowledge, attitude, and skills including UNICEF support to the capacity building of LGUs;

4. Identify and document good practices and extract general lessons learned in current approaches and service delivery mechanisms for DSWD and UNICEF; and

Come up with concrete recommendations to address program implementation issues, constraints, and limitations as well as areas for policy and program enhancement for DSWD and UNICEF.

The evaluation will cover the Youth Rehabilitation Center of DSWD such as the RRCYs and Marillac Hills and UNICEF assisted centres and a few selected Bahay Pag-asa (Transition and Rehabilitation Home for Disadvantaged Children) managed by local governments. The evaluation will aim to cover all the 15 RRCYs of DSWD and about 10 of the Bahay Pag-asa. DSWD shall provide the list of the 10 Bahay Pag-asa that will be covered by this evaluation. In the event that such numbers could not be reached due to logistical constraints, the number, location, and selection of such facilities will be jointly undertaken by DSWD and UNICEF, taking into consideration the population of children currently being served, the geographical distribution between the major island groupings, and the number of CICL in the area where such facilities exist.

The evaluation will also cover the Youth Detention Home operated by a few local government units and non-government organizations such as the Molave Youth Home run by the local government of Quezon City; the Youth Home operated by the local government of Pasay City; and facilities operated by PREDA Foundation and Virlanie Foundation.

The DSWD will facilitate the identification and selection of the community-based intervention and diversion programmes which will be included in the evaluation. The selection will be limited to those which already form part of the referral system of the 15 RRCYs of the DSWD.

Groups of CICL to be covered

One key determinant to be analyzed in this evaluation is the quality of intervention and rehabilitation programs of residential facilities and diversion programs and how effective and efficient they are in reintegrating CICL and in
eventually reducing their re-offending. For this purpose, the evaluation will draw out the sample from the following groups:

a. CICL who were on suspended sentence and discharged by the court after disposition measures have been fulfilled;
b. CICL who are on suspended sentence and currently receiving interventions in DSWD or LGU residential facilities;
c. CICL who have been diverted from judicial proceedings and are undergoing a diversion program;
d. CICL who are 15 years of age at the time of the commission of an offense, thereby incurring no criminal liability, but have undergone an intervention program;
e. CICL who are above 15 but below 18 years of age and who have acted without discernment; and
f. CICL who are below 15 years and are undergoing community-based intervention and diversion programs.

CICL on ‘suspended sentence’ as used in this TOR shall mean those who have been formally charged in a proper court and are found guilty of committing an offense, but instead of pronouncing the judgment, their sentences are suspended and the court imposes other disposition measures such as commitment to a residential care facility for rehabilitation.

CICL under diversion, on the other hand, shall be defined as those who are diverted from judicial proceedings and are undergoing a diversion program following a contract of diversion through conferencing, mediation, and conciliation at the barangay level through the Katarungang Pambarangay or during a police investigation, or following a decision of a prosecutor or a judge.

Service providers to be covered

The evaluation will also cover the extent of technical support and training opportunities given to local social workers to enhance their capacity to undertake discernment assessment of CICL. Such assessment is crucial in determining whether the CICL, 15 years old but below 18, will be exempt from criminal liability and be subjected to an intervention program, or shall be formally charged in court. The evaluation will include social workers in the RRCPY, LGU, and NGO. Please refer to the Annex 01 for additional guidance on the existing Administrative orders and law passed for this program.

Time frame

The evaluation will cover the seven-year period from the time R.A. No. 9344 was approved (2006) until May 2013. During this period, there have been a lot of policies and measures put in place to comply with the requirements of the law.

Evaluation questions

Key evaluation questions shall be as follows:

a) Impact

- To what extent have the intervention and rehabilitation programs and diversion contributed to facilitating social reintegration of CICL?
- To what extent have these programs reduced re-offending or recidivism among CICL?
Are there any external factors (risks and assumptions) that have affected the impact of the programs? Are the factors, if any, sufficiently taken into consideration in adjusting the design of the programs?

To what extent have the programs (residential and diversion) led to making CICL productive members of the community or improved their lives after receiving services and interventions?

b) Relevance

- How relevant are DSWD, LGU and NGO center-based, and UNICEF assisted intervention and rehabilitation programs in meeting the needs of CICL?
- How relevant are the existing diversion programs? Is diversion widely resorted to at various levels (barangay, police, prosecution, and court)? Are diversion programs available and accessible at such levels?
- To what extent are the programs (residential and diversion) implemented/supported by DSWD and UNICEF relevant or contribute to the overall national juvenile justice and welfare policy framework and to the broader rule of law and justice sector reform agenda implemented in the Philippines?
- To what extent have the programs (residential and diversion) implemented/supported by DSWD and UNICEF complied with the standards of the CRC and other international instruments relating to CICL (Beijing Rules, Riyadh Guidelines, etc.)?
- How relevant are the centre-based intervention and rehabilitation programs to UNICEF’s overall response to emergencies and the Child Protection programme?

c) Effectiveness

- To what extent and how have the expected results of the programs (residential and diversion) been achieved? To what extent have DSWD and UNICEF been able to influence the effective delivery of intervention and rehabilitation programs in facilities managed or operated by LGUs and NGOs?
- Are there external factors that have influenced positively or negatively the rehabilitation and reintegration of CICL?
- What are the major constraints and limitations in the delivery of programs? What are the facilitating factors?
- To what extent have the programs contributed to the effectiveness of UNICEF’s Child Protection programme?

d) Efficiency

- Are there sufficient human and financial resources invested in the intervention and rehabilitation programs? How about in diversion programs?
- How efficiently managed and coordinated are the resources?
- To what extent has DSWD and UNICEF been able to influence the efficient delivery of intervention and rehabilitation programs in facilities managed or operated by LGUs and NGOs?
- What interventions and services are the most efficient in meeting the needs of CICL?

e) Sustainability

- To what extent have the local governments embraced the mandate of establishing youth homes and committed to sustain operations and implementation of center-based programs?
To what extent have DSWD and LGUs enhanced their capacity to sustain the implementation of the programs (residential and diversion)?

To what extent have systems been put in place to ensure sustainability?

**Cross-cutting**

To what extent are sex and age disaggregated data collected and monitored?

To what degree have the programs responded to the inclusion of girls and boys to participate in the design, delivery, and monitoring of activities?

### Deliverables for the Conduct of the Assessment

The Consulting group shall deliver the following:

1. Inception Report;
2. A complete first draft evaluation report; and
3. A final evaluation report.

The main output of this undertaking is the final Evaluation Report containing clear and concise discussion of the findings and recommendations consistent with the objectives of the evaluation. The report shall be prepared based on the UNICEF-Adapted UNEG Evaluation Reports Standards. Copies will be furnished upon awarding of the contract.

### Methodology

The evaluation will employ relevant internationally agreed evaluation criteria of relevance, efficiency, effectiveness, impact, and sustainability. The methodology should demonstrate impartiality and lack of bias by relying on a cross-section of information sources (e.g. stakeholder groups, including beneficiaries, etc.) and using a mixed methodology (e.g. quantitative, qualitative, participatory) to ensure triangulation of information through a variety of means.

The Consulting group will be requested to propose a detailed methodology. At the minimum, the evaluation shall adopt the following:

1. **A desk review of existing literature on juvenile justice at international and national levels.** As mentioned earlier, studies/assessments were conducted in the country with regard to DSWD shelters and centers, and very recently, on compliance by LGUs of their mandate under the juvenile justice law. There are certainly other similar and relevant researches that may have been undertaken in the past on the issue of CICL.

   A large amount of material on juvenile justice has been produced by UNICEF. This includes independent assessments of juvenile justice reform in certain countries such as Montenegro, Moldova, Kosovo, Tajikistan, Bosnia, and Herzegovina, and a thematic evaluation of UNICEF’s contribution to juvenile justice system reform in Montenegro, Romania, Serbia, and Tajikistan (UNICEF Regional Office, 2007). These materials may be relevant especially in the areas of diversion, rehabilitation, and reintegration programs for CICL.

   Secondary data will be assessed during the desk review to start addressing evaluation issues and identifying the information gaps. These data can be analyzed and included in the inception report.
2. Field data collection through field visits, key informant interviews, and focus group discussion. The evaluation team will conduct field visits to several areas in the country such as regional centers where the DSWD RRCYs are located, and also in 10 provinces and cities where a Bahay Pag-asa is operated and maintained. Similar visits will also be made in areas where NGO-run facilities are located. During such visits, interviews will be key informants from the DSWD field offices responsible for overseeing or supervising the operations of such facilities. Interviews will also be conducted with the administrators of DSWD facilities as well as the LGU- and NGO-run facilities.

Interviews and/or focus group discussions will be arranged for CICL described in 5.2 above. Community visits may be undertaken to validate the success of rehabilitation and diversion programs. Interviews with parents may also be undertaken. Ethical dimensions should be taken into account by the evaluation team with regard to consulting or interviewing children, ensuring their informed consent. Ethical guidance for evaluations can be accessed through the following link: http://www.unicef.org/papersandpubs/documentdetail.jsp?doc_id=980. Additional child specific guidance will be shared with the evaluators.

During the field visits, interviews should also be undertaken with relevant governmental bodies and local officials, especially those responsible for diversion programs such as the local social welfare and development officers, barangay officials, police, prosecutors, and Family Court judges.

The United Nations Evaluation Group (UNEG) standards and norms as well as those of DSWD should guide the evaluation.

The evaluation will proceed based on the following major stages:

1. An Inception Report, including preparation of an evaluation framework, shall be submitted and presented to and UNICEF and the Evaluation Reference Group (ERG) which shall be created hereinafter. The report shall contain the overall plan and evaluation framework for the conduct of the evaluation. The inception report should also include a full methodology proposal covering data gathering processes, assessment instruments, and methods of analysis. The inception report is also expected to propose adjustments to the TOR if necessary, and other issues relevant to the successful completion of the assessment. The evaluation framework shall be based on the above evaluation scope, objectives, and list of questions.

2. Secondary data collection and analysis. As described above, the evaluation team shall undertake collection and analysis of secondary data through desk review, which should be considered and made part of the inception report.

3. Primary data collection through survey, field visits, key informant interviews, and focus group discussion. Likewise, the evaluation team shall undertake primary data collection and analysis through field visits, informant interviews, and focus group discussion as described above. Prior to conducting the field visits, the key evaluation instruments/tools shall be pre-tested.

4. Presentation of preliminary findings and initial recommendations. Workshops shall be convened by the Consulting group to present and validate preliminary findings and initial recommendations to DSWD and relevant government agencies and institutions such as the departments of justice, interior and local governments,
social welfare and development; the national police agency; prosecutor’s office; barangay officials; local government officials; different leagues of local governments; residential care facilities’ administrators; NGOs and other relevant stakeholders.

**Deliverables**

The Consulting group shall deliver the following:

1. Inception Report;
2. A complete first draft evaluation report; and
3. A final evaluation report.

The main output of this undertaking is the final **Evaluation Report** containing clear and concise discussion of the findings and recommendations consistent with the objectives of the evaluation. The report shall be prepared based on the UNICEF-Adapted UNEG Evaluation Reports Standards. Copies will be furnished upon awarding of the contract.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Timeline</th>
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<tbody>
<tr>
<td>1. <strong>Review of secondary documents and materials relevant to the conduct of the evaluation.</strong> The review will help provide the basis for drafting the scope, methodology and the design of the evaluation.</td>
<td>Month 1</td>
</tr>
<tr>
<td>2. <strong>Conduct of consultation meetings.</strong> Consultation meetings shall be conducted with the concerned units/offices of the Department in preparation for the drafting of evaluation design and instruments, as well as in providing updates and in discussing and resolving implementation issues.</td>
<td>Month 1</td>
</tr>
<tr>
<td>3. <strong>Preparation of an Inception report.</strong> The report will cover the plan for the conduct of the evaluation highlighting the evaluation design and framework, detailed methodology, data analyses of secondary data (desk review), evaluation instruments, and proposed changes to ensure the successful completion of the evaluation.</td>
<td>Month 1</td>
</tr>
<tr>
<td>4. <strong>Data Collection.</strong> Conduct of data collection activities on the agreed timelines.</td>
<td>Months 2, 3, 4</td>
</tr>
<tr>
<td>5. <strong>Presentation to the Evaluation Reference Group.</strong> Draft evaluation report to be presented to the evaluation manager and evaluation reference group.</td>
<td>Month 4</td>
</tr>
<tr>
<td>6. <strong>Validation of draft evaluation results.</strong> A validation session shall be conducted to allow stakeholders including selected participating RRCYs and community-based services to confirm or clarify issues in the draft evaluation.</td>
<td>Month 4</td>
</tr>
</tbody>
</table>
Duration of the consultancy

This evaluation shall be undertaken within an estimated period of four (4) months. In the event of an extension in the implementation period, the Consulting Group shall not receive additional budget from UNICEF or DSWD.

Management arrangements

This undertaking will be managed and overseen by the Planning, Monitoring and Evaluation Specialist of UNICEF, Philippines with the support of the Regional Evaluation Advisor, based in the UNICEF EAPRO Regional Office, especially on the agreed upon outputs/deliverables of the Consulting Group, upon which payments for their services shall be based.

An Evaluation Reference Group (ERG) shall be constituted by DSWD and UNICEF which shall serve as the advisory body for the evaluation. The ERG shall be composed of representatives from the following:

1. DSWD and its relevant units such as policy and planning, protective services, social protection and standards;
2. Juvenile Justice and Welfare Council;
3. Department of Justice;
4. Department of the Interior and Local Government;
5. National Prosecution Service;
6. Philippine National Police;
7. Selected Administrators of DSWD, LGU, and NGO facilities; and
8. Such other institutions as may be later on identified.

UNICEF will provide the financial support for this evaluation. The publication of the announcement for the need of a consulting group shall be the responsibility of UNICEF. The selection of the consulting group shall be jointly undertaken by DSWD and UNICEF.

All materials produced or acquired under the terms of this consultancy shall remain the property of
DSWD and UNICEF. DSWD and UNICEF furthermore retain the exclusive right to publish or disseminate the reports and studies arising from such materials even after the termination of this consultancy.

Additional References

The evaluation will use the following as references: Republic Act No. 9344, its Implementing Rules and Regulations (IRR), and the relevant Administrative Orders and other issuances by DSWD to implement the law.

For the purpose of this evaluation, the following definitions as stated in Rule 4 of the IRR of Republic Act No. 9344 are adopted:

- “Community-based programs” refer to the programs provided in a community setting developed for purposes of interventions and diversion, as well as rehabilitation of children in conflict with the law, for reintegration into his/her family and/or community.
- “Diversion” refers to an alternative, child-appropriate process of determining the responsibility and treatment of a child in conflict with the law on the basis of his/her social, cultural, economic, psychological, or educational background without resorting to formal court proceedings.
- “Intervention” refers to a series of activities designed to address issues that caused the child to commit an offense. It may take the form of an individualized treatment program which may include counseling, skills training, education, and other activities that will enhance his/her psychological, emotional, and psychosocial wellbeing.
- “Youth Detention Home or Youth Home” refers to a 24-hour child caring institution managed by accredited LGUs and licensed and/or accredited NGOs providing short-term residential care for children in conflict with the law who are awaiting court disposition of their cases or transfer to other agencies or jurisdictions.
- “Youth Rehabilitation Center or Youth Centers” refers to a 24-hour residential care facility that provides care for children in conflict with the law. Treatment and rehabilitation services under the guidance of trained staff where children in conflict with the law on suspended sentence or “residents” are cared for under a structured therapeutic environment with the end view of reintegrating them in their families and communities as socially functioning individuals.

The Juvenile Justice Welfare Council (JJWC) also produced four process flowcharts for handling CICL, which clearly indicates the different stages when diversion, intervention programs, and referrals to center-based and community-based options become available and appropriate for CICL. These process flowcharts are also based on the provisions of Republic Act No. 9344 and its Implementing Rules and Regulations.
PROCESS FLOW CHART: IN HANDLING CHILDREN IN CONFLICT WITH THE LAW
(CICL) PER RA 9344
(CHILDREN 15 YEARS OLD AND BELOW)

START

Child commits an offense

LED takes custody of the Child

LED releases the Child to Parents/Guardian

LED releases the Child to Parents/Guardian

Encourage temporary Custody

Is Parent/Guardian Available?

NO

LED releases the Child to Parents/Guardian

LED releases the Child to Parents/Guardian

NO

LED files Petition for Involuntary Commitment

YES

LED file Petition for Involuntary Commitment

NO

Child is re-integrated to Family & Community

Child is re-integrated to Family & Community

END

NOTES:
1. a. LED identifies itself
2. b. LED informs Child
3. c. Name for alias
4. d. Name of officer
5. e. Constitutional Rights
6. f. LED determines age of Child

LED = Law Enforcement Officer
LWDO = Local Welfare Development Officer
PSO = Public School Officer
P. O. D. = Parish Officer
O. B. D. = Office of the Mayor
FBO = Faith-Based Organization
MOG = Municipal Government
P. O. D. = Parish Officer
SOG = Special Order Government
NOG = Non-Government Organization
CBO = Community-Based Organization
GOV = Government
The DSWD also issued several Administrative Orders to guide program implementers, including the following:


The DSWD also produced a Revised Concept Paper on Bahay Pag-asa (Transition and Rehabilitation Home for Disadvantaged Children) in May 2008 (Annex “C”).
4. **BIDDER'S RESPONSE**

To establish your qualifications, please provide the following in your response:

### 2.3.1 Technical Proposal

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Content</td>
<td></td>
</tr>
<tr>
<td>Literature review</td>
<td>5 points</td>
</tr>
<tr>
<td>Conceptual framework</td>
<td>20 points</td>
</tr>
<tr>
<td>Methodology</td>
<td>30 points</td>
</tr>
<tr>
<td>Dissemination strategy</td>
<td>5 points</td>
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<tr>
<td>B. Management</td>
<td></td>
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<tr>
<td>Time line</td>
<td>5 points</td>
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<tr>
<td>Budget</td>
<td>15 points</td>
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<tr>
<td>Research team</td>
<td>15 points</td>
</tr>
<tr>
<td>References</td>
<td>5 points</td>
</tr>
<tr>
<td>Sub-total:</td>
<td>MAX 100 points</td>
</tr>
</tbody>
</table>

### 2.3.2 Price Proposal

[INSERT REQUIREMENTS]
ANNEX II - UNICEF SPECIAL TERMS AND CONDITIONS

1. UNETHICAL BEHAVIOUR
UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

2. CORRUPT AND FRAUDULENT PRACTICES
UNICEF requires that all bidders associated with this Invitation to Bid/Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

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

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

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

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

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

3. GUIDELINES ON GIFTS AND HOSPITALITY
Bidders 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 invitations to extravagant lunches or dinners are also prohibited.

4. LATE DELIVERY
Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the services by the delivery date stipulated in the Contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the Contractor's cost, if reasonably so requested by UNICEF.

5. RIGHTS OF UNICEF
In case of failure by the Contractor to perform under the terms and conditions of this Contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

(a) procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;
(b) refuse to accept delivery of all or part of the services;
(c) terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF;
(d) for late delivery of services or for services which do not meet UNICEF’s terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deducts 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.
ANNEX III - UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

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

2. DELIVERY DATE

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

3. PAYMENT TERMS

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

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

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

4. LIMITATION OF EXPENDITURE

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

5. TAX EXEMPTION

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

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

6. LEGAL STATUS

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

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

8. **Indemnification**

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

9. **Insurance and Liabilities to Third Parties**

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

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

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

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

   (i) name UNICEF as additional insured;

   (ii) include a waiver of subrogation of the Contractor’s rights to the insurance carrier against UNICEF;

   (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

10. **Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNICEF.
11. ENCUMBRANCES/LIENS

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

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

14. CONFIDENTIALITY OF DOCUMENTS

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

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

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be 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 proceedings in accordance with Article 22 “Settlement of Disputes” below shall not be deemed a termination of this Contract.

17. **SUB-CONTRACTING**

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

18. **ASSIGNMENT AND INSOLVENCY**

1. 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.

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

19. **USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM**

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.
20. **OFFICIALS NOT TO BENEFIT**

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

21. **PROHIBITION ON ADVERTISING**

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

22. **SETTLEMENT OF DISPUTES**

Amicable Settlement

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

Arbitration

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

23. **PRIVILEGES AND IMMUNITIES**

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

24. **CHILD LABOUR**

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

25. **ANTI-PERSONNEL MINES**

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

26. **AUTHORITY TO MODIFY**

REQUEST FOR PROPOSAL 30 RFP [Reference Number]
No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. **REPLACEMENT OF PERSONNEL**

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

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

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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