REQUEST FOR PROPOSAL

LRFP-2017-9132946

11 July 2017

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to purchase

Mid-term Evaluation of the #Toward Social Inclusion of Vulnerable Children: Expanding Alternative Care, Family Support and Inclusive Education Services as part of Child Care Reform# project
THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Tigran Nikoghosyan
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : tnikoghosyan@unicef.org

Verified By:

Gayane Avanesyan
BID FORM

BID FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT
Any 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 INVITATION No. LRFP-2017-9132946 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

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

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, 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 Trade Discounts__________________________
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**Incoterms & Delivery Requested**

**Packing**

**Lead Time & Related Charges**

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SPECIFIC 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 anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among 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.
SEALED Proposals should be sent to:
UNICEF Office for Armenia
Attention: Tigran Nikoghosyan
14 Petros Adamyan
Yerevan 0010, Armenia

The Intent of the Request for Proposal for Services (RFPS) is to discover legal entity registered in Armenia and wish to engage for service contract with UNICEF Armenia.

Proposers must provide the Technical Proposals and the corresponding Price Proposals in SEPARATE CLOSED ENVELOPES with the reference to the tender number: LRPS-2017-9132946

The reference LRPS-2017-9132946 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 proposal form must be used when replying to this request for proposal.

The Proposals MUST be received at the above address by latest 18:00 on 24 July 2017. Due to the nature of this LRFP, there will be no public opening of proposals. 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.

More details on the set conditions are provided further in this document.

To be contacted for additional information by e-mail.
NOT FOR SENDING OFFERS:

UNICEF - Office for Armenia
Hayk Khemchyan
Child Protection Specialist
E-mail: hkhemchyan@unicef.org

A. INTRODUCTION

UNICEF is committed to changing the world for children. It strives to protect their rights, improve their health, and nurture their development through sound planning and monitoring of policy results. UNICEF plays a central role in monitoring the situation of children and women # by assisting countries in collecting and analysing data, helping to develop methodologies and indicators, maintaining global databases, disseminating and publishing data. UNICEF is also the lead agency responsible for the global monitoring of the child-related Sustainable Development Goals (SDGs).

UNICEF works with governments, civil society organizations, and other organizations around the world to advance children#s rights to survival, protection, health, development and participation and is guided by the Convention on the Rights of the Child.

A.1 BACKGROUND
While Armenia ratified the CRC in 1992, which stipulates the right of the child to live in a family environment, the country remains significantly reliant on institutional care for children in difficult life circumstances. In 2009, the Guidelines for Alternative Care of Children welcomed by the UN General Assembly were adopted to implement care provisions as per the CRC that strongly recommended for children to be brought up in family environment, and clearly stated that socio-economic status of the family should not be a reason for separating the child from his/her family.

The overarching goal of the Child Welfare Reform is to ensure that the child care system in Armenia significantly reduces reliance on large-scale institutions through establishment of a network of community and family based services responding to the needs of children and their families. UNICEF Armenia, with USAID support is implementing #Toward Social Inclusion of Vulnerable Children: Expanding Alternative Care, Family Support and Inclusive Education Services as part of Child Care Reform# program in partnership with Bridge of Hope NGO, Children#s Support Center Foundation, World Vision Armenia office and Save the Children. It supports the Government of Armenia to achieve this goal through the following objectives:

- Institutional mechanisms for the functioning of social service system are set up;
- Alternative community-based family support services are accessible to vulnerable children and families;
- Family substitution service system is strengthened with the diversification of types of foster care, establishment of monitoring and evaluation system;
- Inclusive education system is strengthened to provide quality learning for all children through set-up of pedagogical-psychological support centers and mainstream school trainings;
- An enabling legal and regulatory framework is established to support child-care reform;
- Social norms regarding children with disabilities have changed favorably towards inclusion.

The project is subject to mid-term evaluation in accordance with the AID-111-IO-14-00004 agreement with USAID. The mid-term evaluation is to be conducted for the period of October 2014 until June 2017. Provided that the duration of the project is 5 years and the closing date for the Grant Agreement is 09/08/2019, the mid-term review of the project is due.

Mid-term evaluation will assess the progress in meeting the project goals and outcomes (as defined in the M&E Plan). They will provide early lessons learnt and recommendations as well as identify significant discrepancies between expected results and actual achievements, including an analysis behind the reasons for discrepancies between actual and projected indicators, if any.

The primary users of the evaluation are UNICEF (Country Office, Regional Office, Headquarter divisions), USAID and Government counterparts (primarily Ministry of Labour and Social Affairs, Ministry of Education and Science, Ministry of Territorial Administration and Development, regional administrations in target areas) as well as Implementing partners (#Bridge of Hope# NGO, #Children's Support Centre# Foundation, Fund for Armenian Relief, Save the Children, World Vision Armenia). Other national and international partners, primarily those involved in the field of child and social protection in Armenia are also seen as part of the audience of the report and key stakeholders. Evaluation findings, conclusions and recommendations will be made available for the use of above-mentioned audience for further consideration of better responding to the needs of vulnerable children and their families in Armenia. In addition, other UN agencies working in Armenia may use evaluation findings for their strategic planning and/or review processes.

In sum, the evaluation will inform both the UNICEF and USAID, and other stakeholders on further actions in the areas of child protection within the context of deinstitutionalization reform.
A.2 PURPOSE OF THE RFP

The overall purpose of the Mid-Term Evaluation of the project is to assess the relevance, effectiveness, efficiency as well as impact and sustainability of interventions under the #Toward Social Inclusion of Vulnerable Children: Expanding Alternative Care, Family Support and Inclusive Education Services as part of Child Care Reform# project.

A.3 FORECAST SCHEDULE

The schedule of the RFP and contractual process is as follows:

a) Closing date/deadline for submission of full and final proposals: 24 July 2017
b) Evaluation Period/Review of Proposals: 2 weeks after deadline
c) Award Notice: Within one-two weeks after the evaluation date
d) Signature of Contract: Within two weeks after the closing date

A.4 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later 18:00 on 24 July 2017 in three (03) original copies, duly signed and dated. Bidders must submit a sealed proposal including Request for Proposal Form, with two separate sealed envelopes inside for:

a) the Technical Proposal and
b) the Financial Proposal.

Sealed proposals must be securely closed in suitable envelopes and dispatched to UNICEF bid box placed at the external UN security/guard booth no later than the closing time and date. They must be clearly marked as follows:

# Outer envelope: Name of company
RFP number: LRFP 9132946
Recipient: UNICEF Office for Armenia
Address: 14 Petros Adamyan, 0010 Yerevan

# Inner envelope # technical proposal: Name of company, RFP number - technical proposal
# Inner envelope - financial proposal: Name of company, RFP number - financial proposal

Proposals sent via postal/courier services should be delivered to Mr. Tigran Nikoghosyan, UNICEF ICT Assistant at the above mentioned address within set deadline.

Proposals received in any other manner and after the deadline 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 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 C.2 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

# B. STATEMENT OF WORK AND TERMS OF REFERENCE

B.1 Purpose and Objective

The overall purpose of the Mid-Term Evaluation of the project is to assess the relevance, effectiveness, efficiency as well as impact and sustainability of interventions under the #Toward Social Inclusion of Vulnerable Children: Expanding Alternative Care, Family Support and Inclusive Education Services as part of Child Care Reform# project.

The specific objectives of the mid-term evaluation are to assess the relevance, effectiveness, efficiency, impact and sustainability of project interventions in the following directions:

# Family and community based alternative services and their role in prevention of institutionalization;
# Institutional mechanisms for the functioning of social service system;
# The process of strengthening the family substitution service system with the diversification of types of foster care;
# The process of strengthening the inclusive education system to provide quality learning for all children;
# Legal and regulatory framework developed to support child-care reform;
# Institutional cooperation and coordination between implementing partners/key actors (both government and donor community) in responding to vulnerable families and children in the frames of the project (including financial);
# Coherence and coordination between the objectives/components of the project to meet the overarching goal.

B.2 The Scope of the Evaluation and Limitations

Given that this is a mid-term evaluation, two of the evaluation criteria this project will be evaluated against, namely impact and sustainability, are to be considered to the extent possible.

The geographical coverage of the evaluation includes Lori and Syunik marzes (regions) and capital city Yerevan. The evaluation will primarily focus on the beneficiaries of various project interventions that will include beneficiary families, teachers, case managers, local, regional and national authorities.

The main guiding document for the evaluation will be the Project Monitoring and Evaluation Plan, which states the logic of interventions with clearly set objectives, results, activities and corresponding indicators on output and outcome levels, means of verification, risks and assumptions. These will be thoroughly reviewed (in terms of validity and limitations) by the
independent evaluation team during the inception phase.

The limitations of the indicators are conditioned by the fact that some of them need to be viewed together with the identified risks and external conditions, as stipulated in the M&E plan. The M&E plan also includes data limitations such as absence of common definition of the parameter of a reform, program self-reporting being a subject to reliability and accuracy, etc.

Taking into account that the evaluation is a mid-term and will be followed by the summative evaluation at the end of the Project, this evaluation needs to ensure the appropriate quality and comparability of baseline data, including disaggregation by gender, age, income quintile, disability status, etc.

The evaluation will be conducted by a team of independent evaluators (an organization) in close cooperation and coordination with UNICEF in Armenia, USAID, as well as relevant Ministries and Implementing partners.

B.3 Evaluation Questions
Core evaluation criteria such as relevance, effectiveness, efficiency, sustainability and impact (the latter - to the extent possible) will be analyzed. Key evaluation questions will include but are not limited to the following:

Relevance
# Are the project activities/components relevant to the actual/defined needs of the vulnerable families with children? Were the objectives clear and feasible? Do the main components of the project contribute to the planned objectives and logically interlinked? How well are they linked to each other?
# Is the project in line with the current priorities of the country? Is the Government committed (both in terms of timing and financially) to the project? How the project is aligned with and supports the national development plans, strategies and national plans of action?
# Has the project involved relevant stakeholders through consultative processes or information-sharing during its preparation phase? Was the needs assessment/analysis carried out at the beginning of the project reflecting the various needs of different stakeholders? Are these needs still relevant? Have there any new, more relevant needs emerged that the project should address?
# To what extent were the reform initiatives informed by the needs and interests of diverse groups of stakeholders (also from gender equality perspective)?
# What are the beneficiaries' views about the services provided? What are their views about improving services (if there is a need to improve)?

Effectiveness
# How effective has the project been in establishing ownership by the stakeholders? Can the project management and implementation considered as participatory. If yes, does this approach contributes to achievement of the project objectives? Has the project been appropriately responsive to political, legal, economic, institutional (and other) changes?
# Is the project making sufficient progress towards its planned objectives? What are the key achievements, challenges and implementation lessons? Will the project likely achieve its planned objectives upon completion and demonstrate success?
# Are the strategies appropriate and effective to achieve the planned objectives? What, if any, alternative strategies would have been more effective in achieving its objectives?
# How effectively the family support services are provided in regional (and community) level and how they are in line with actual needs?
Efficiency
# To what extent has UNICEF and implementing partners made good use of the human, financial and technical resources, and has used an appropriate combination of tools and approaches to pursue the achievement of project results in a cost-effective manner?
# Was there a clear distribution of roles and responsibilities of key actors involved, including staff, implementing partners and governmental partners towards the achievement of project objectives?
# To what extent budgetary allocations by the donor between the partners were efficient? To what extent did UNICEF and implementing partners capitalize on other complementary initiatives to the project to reinforce the results of the project?
# Has the project done appropriate financial planning and reporting? Has the management of funds (and reporting) been done in an efficient manner? Has the co-funding/contribution from different project partners been made at the expected level? Are there established procedures for checks and controls in the day-to-day financial management, procurement of good and services and decisions regarding resource allocation for the project?
# Have project funds and activities been delivered in a timely manner? If not, what were the bottlenecks encountered? Were the procedures put in place for staffing, systems (administration, accounting, other) and reporting efficient?

Sustainability
# To what extent have the UNICEF country office and project partners been able to support the government and beneficiaries in developing capacities and establishing mechanisms to ensure ownership and the durability of effects under the reform initiatives?
# Is there a need to scale down the project (i.e. if the project duration is shorter than planned)? If so, do project objectives and strategies have to be adjusted?
# Has the project successfully built or strengthened an enabling environment (laws, policies, people’s attitudes etc.)?
# How does the government intend to maintain the provision of family support services in future? Are there any specific/envisioned plans/projects?
# What are possible sustainability mechanisms for each of the project component? Can the project approach or results be replicated or scaled up by national partners or other actors? Is this likely to happen? Can any unintended or unexpected positive or negative effects be observed as a consequence of the project’s interventions?

Impact
# Has the project contributed to or is likely to contribute long-term social changes for vulnerable families and children? What difference has it made, including policy changes? What are the realistic long-term effects of the project on de-institutionalization of children?
# Has the project increased the satisfaction with family and community based alternative services?
The evaluation questions will be refined with the independent evaluation team and finalized during the inception phase with a goal to explore other aspects, such as coordination between the partners and cooperation.

B.4 Supervisor

The evaluation team will be supervised and report to the UNICEF Child Protection (CP) Specialist with regular de-briefing with UNICEF Deputy Representative, UNICEF Representative and UNICEF M&E and Child Rights Systems Monitoring Specialist about the progress of the evaluation. The independent evaluation team will work on daily basis with UNICEF Country Office Child Protection (CP) Unit. The CP team will support the selected
evaluation team in contacting with the government partners and stakeholders during the fieldwork (if need be).

B.5 Evaluation Methodology

In this evaluation mixed method approach will be applied by combining qualitative and quantitative components to ensure complementary strengths and non-overlapping weaknesses. The independent evaluation team will collect data from desk review and verify them with soft data from field visits, in-depth interviews and focus groups. The analysis will be built on triangulating information collected from different stakeholders (project staff, project partners, stakeholders and beneficiaries) through different methods including secondary data and documentation review and primary data. It should critically examine the information gathered from the various sources, and synthesize the information in an objective manner. If contradictory information is obtained from different stakeholders, an effort should be made to understand the reasons for such information, including any gender-based differences.

The evaluation team will review the following documents before conducting any interviews or field trips: project documentation, progress reports, work plans, mission reports, monitoring data, workshop reports, minutes, country data, policies, legal documents, etc.

Quantitative methods will include the conduct of a survey among teachers benefited from the project. In-depth qualitative interviews will be conducted with implementing government and non-government partners, including international/donor organisations.

During the report writing phase, the evaluation team should pay close attention to formulating good recommendations, clearly prioritizing 5-10 recommendations for concrete action. The following are most likely to lead to good recommendations:

- Key stakeholders are consulted during the development of recommendations, which heightens programmatic and technical relevance.
- An appropriate sequencing in the implementation of recommendations is noted, especially when one part of the response is contingent upon a prior action being completed.
- The recommendations clarify where change is needed to solve problems and also where positive aspects should be continued or enlarged.
- Recommendations are referenced at the point where the finding evidence and analysis is made, to show the logical connection. The full recommendations can be fully presented in a concluding chapter, but referencing them within the document is helpful.
- The specific organizations that the recommendation is directed to should be noted, so there is no mistake about who should respond.

The evaluation approach and data collection and analysis methods should also focus on gender and rights aspects, be responsive and appropriate for analyzing the gender equality, human rights issues including child rights identified in the scope. Gender, equity and human rights considerations need to be further elaborated by the evaluation team during the inception phase and addressed across the final report.

To the extent possible data should be disaggregated by gender, age, minority and socially excluded groups, as well as encompass urban/rural divide.

Evaluation approach, data collection methods and instruments

The independent evaluation team will identify key stakeholders/informants (including but not limited to project implementers, decision makers, direct and indirect beneficiaries, etc.), and appropriate data collection methods for each informant category (such as semi-structured or in-depth interviews, expert interviews, focus groups). A combination of these methods should be proposed by the independent evaluation team in the Implementation Plan and Methodology (Inception Report), and revisited, if necessary, during the fieldwork preparation.
In close cooperation with UNICEF project team, the independent evaluator will also be responsible for the development of appropriate instruments, including questionnaires, interview and focus group guides, observation check-lists for each of the methods selected, in Armenian and English. All materials should be gender-competent in language and presentation, as well as take into consideration human rights and equity angles, if possible. While there may be overlaps in the topics and items covered for the different informant categories, the guides/protocols should be customized appropriate to each informant category to be able to extract the relevant information from each group, and address the key process questions listed earlier.

Interviewers/facilitators involved in this project by the independent evaluator must have relevant qualifications and be adequately trained/consulted prior to fieldwork (including gender-competency knowledge). Prior to fieldwork the independent evaluator will be responsible for an interviewer training and pre-testing of the instruments to be utilized.

Fieldwork Approach

UNICEF Armenia requires the independent evaluator to propose a fieldwork schedule and approach that will ensure the accuracy and reliability of information gathered through the effective use of methods, staff, funds and time. The independent evaluator will develop a preliminary fieldwork plan for coordinating the evaluation efforts. This plan should focus on the following:

- Draft Schedule of fieldwork activities;
- Draft Schedule and approach to conducting the survey among teachers benefitted from the project;
- Number of interviews/qualitative and quantitative/ in each target group/region/community, criteria for selecting interview respondents;
- Number of focus group (FG) discussions in each target group/region/community, criteria for selecting FG participants;
- Approach to the site-visit/interview/focus group protocols and transcripts.

It is envisioned that evaluation fieldwork will cover different stakeholder groups, including decision makers, those who are implementing and overseeing the implementation and those who are supposed to benefit from it.

B.6 Major Tasks to be accomplished

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**Design phase**
- Desk review of reference material
- UNICEF Armenia CP Unit will support the evaluation team to compile the list of most important background material, documents, and reports for review.
- The project M&E plan will be reviewed by the evaluation team along with other key documents.

**Stakeholder mapping**
- The evaluation team will prepare a mapping of stakeholders relevant to the evaluation. The mapping will include ministries, regional and local authorities, implementing partners, service providers, direct and indirect beneficiaries, development partners.

**Implementation plan and methodology**
- Evaluation matrix will be developed based on mixed method design.
- Questionnaires (qualitative and quantitative) will be developed.
- The set of evaluation questions will be finalized.
- Field work schedule and approach will be drafted.

Inception Report
- Inception report will be developed and presented to UNICEF Armenia with all the documents/tasks that are listed above embedded.

Independent Evaluation team UNICEF Child Protection Section;
M&E Specialist, MoLSA, MoES July/August, 2017

Field phase Data collection and analysis
- Collection of evaluation data (primary and secondary) will be carried out through different techniques, including survey, in-depth, informal and semi-structured interviews, focus group discussions and observations.
- Survey instrument will be pretested based on the methodology developed by the evaluation team.
- Data collection report will be submitted covering the following pieces: documentation of survey implementation, quality control, survey findings, survey final instrument, dataset, users’ manual for dataset, evaluation guides and summary of protocols.
- The analysis will be based on detailed protocols/transcripts of interviews, focus groups and survey results, comparative analysis.

Debriefing
- Debriefing meeting will be organized for UNICEF Armenia on the preliminary findings, testing elements of conclusions and tentative recommendations. Independent Evaluation team

UNICEF Child Protection Section; M&E Specialist, MoLSA, MoES August/September, 2017

Reporting phase Evaluation report
- The mid-term evaluation report will be drafted.
- Comments provided by UNICEF Armenia and other key stakeholders (government, donor and other development partners) will be addressed.

Validation
- Validation meeting will be organized with partners and stakeholders to present evaluation findings.
- The Final Mid-Term Evaluation Report will be submitted.

Independent Evaluation team
UNICEF Child Protection Section; M&E Specialist, USAID, MoLSA, MoES September/October, 2017

Dissemination and Follow-up Presentation and Dissemination
- The Evaluation Report presentation will be organized for government partners and key stakeholders.
- The mid-term evaluation report will be disseminated (to stakeholders, development partners, and Regional Office).

Follow-up
- Preparation of the management response.

Independent Evaluation team
UNICEF Child Protection Section; Management October, 2017

The evaluation will follow the principles of the UN Evaluation Group’s norms and standards in particular with regard to independence, objectiveness, impartiality and inclusiveness and will be guided by the UN ethics guidance as guiding principle to ensure quality of evaluation process, especially apropos conflict of interest, confidentiality of individual informants, sensitive to beliefs, manners and customs, discrimination and gender equality, to address issues of vulnerable population, particularly families with children that are disadvantaged and excluded.

B.7 Expected Deliverables
The evaluation team is expected to produce and submit the following deliverables with detailed description what each of the deliverable should cover:

- **Inception Report**
  Implementation plan and methodology including but not limited to: a) work plan; b) a stakeholder map; c) the evaluation matrix/guides (including the final set of evaluation questions listed by domains and indicators), d) survey instrument (questionnaire) with pretest methodology, e) the overall evaluation design with a detailed description of the data collection plan for the field phase.

- **Draft Mid-Term Evaluation Report**
  a. Data collection report, including documentation of survey implementation, quality control, survey findings (variable aggregation and descriptive report), survey final instrument, dataset, users# manual for dataset, evaluation protocols/transcripts.
  b. Debriefing document (two-three pages overview) synthesizing the main preliminary findings, conclusions and recommendations of the evaluation, to be presented and discussed with UNICEF Armenia management during the debriefing meeting planned at the end of the field work phase.

- **Validation workshop with government partners and other stakeholders**
  Validation workshop brief report to be included into the Final Mid-Term Evaluation report as an annex.

- **Final Mid-Term Evaluation Report**
  a. Final report with all the comments addressed. The report with the Executive Summary should be maximum 50 pages, excluding annexes.
  b. Presentation of the mid-term evaluation findings for key stakeholders (Power Point presentation).

The Evaluation Report is proposed to have the following structure, to be reviewed once the contractor is selected:

**LIST OF ACRONYMS**

**ACKNOWLEDGEMENTS**

**EXECUTIVE SUMMARY**

**CHAPTER I: INTRODUCTION TO THE EVALUATION, OBJECT AND METHODOLOGY**

1.1 Introduction
1.2 Object of the Evaluation
1.3 Background of the Action and Context
1.4 Logic of Intervention

**CHAPTER II. EVALUATION PURPOSE, OBJECTIVES AND SCOPE**

**CHAPTER III. EVALUATION METHODOLOGY**

3.1 Qualitative Data Collection: Approach and Implementation
3.2 Quantitative Data Collection: Approach and Implementation
3.3 Major Limitations
3.4 Ethical Considerations, Human Rights and Gender

**CHAPTER IV. ANALYSES AND FINDINGS**

4.1. Relevance
4.2. Effectiveness
4.3. Efficiency
4.4. Sustainability
4.5. Impact
4.6. Cross-cutting topics

CHAPTER V. CONCLUSIONS, LESSONS LEARNT AND RECOMMENDATIONS
5.1. Conclusions
5.2. Lessons Learnt
5.3. Recommendations

ANNEXES
1. Terms of Reference
2. Desk Review and Background Documents
3. List of Stakeholders Interviewed
4. Detailed Methodology
5. Interview Guides and Survey Instrument
6. Information on Evaluation team
7. Evaluation matrix
8. Results framework
9. Output tables
10. Validation workshop report
11. Other documents, if relevant.

All deliverables will be drafted in English. All reports should follow the structure and detailed outlines discussed and agreed with UNICEF in Armenia. The final report will be translated into Armenian.

B.8 Qualifications and Special Knowledge/Experience Required

The team will consist of a team leader and three experts. The team leader will be responsible for managing the evaluation and delivering the final report. The experts/team members will be responsible, inter alia, for the evaluation design, data collection, analysis of some sections of the report, implementation and logistics.

Team Leader to act as an evaluation coordinator and to work with UNICEF Armenia:

Required Qualifications:
# Advanced university degree and/or academic background in Sociology, Economics, Public Policy or a related field;
# At least 10 years of proven record in managing project/program evaluations in child protection and/or other social sectors;
# Extensive experience in designing evaluations and household surveys, conducting qualitative analysis and surveys, data analysis and report writing;
# Proven very good knowledge of child protection reform processes in Armenia;
# Ability to work within the international and multicultural environment;
# Very good communication and presentation skills with government and community members;
# High analytical and conceptual skills and ability;
# Good knowledge of computer applications;
# Fluency in written and spoken English.

Experts/team members (up to 3 experts proficient in quantitative and qualitative methods).

Required Qualifications:
# Advanced university degree and/or academic background in
Sociology, Economics or a related field;
# At least 7 years of experience in program evaluation, particularly in conducting qualitative analysis in child rights/protection and/or other related fields;
# Good knowledge of child protection reforms processes in Armenia.
# Experience in data collection and conducting surveys (including household surveys);
# Demonstrated ability to prepare interview protocols and working with databases;
# Previous experience in evaluation report writing;
# Demonstrated ability to work in multicultural teams;
# Demonstrated gender competency;
# Excellent communication skills;
# Fluency in written and spoken Armenian and English.

To facilitate gender sensitive focus group discussions, the independent evaluation team’s gender balance is an advantage. The team leader’s experience with the United Nations or other development agencies is an asset.

B.9 Duration

The evaluation is expected to take place during the period of end of July/beginning of August 2017 # October 2017 with overall 50 days of level of effort.

The selected institution (independent evaluation team) will work for the period of 50 work days within 3 months. With consideration of reconstructing suitable basis for evaluation and quantitative survey, the level of effort of some of the experts, as well as interviewers/field supervisors may well exceed 60 days.

It is envisaged that the evaluation will cover the capital city of Yerevan and Lori, Syunik regions including number of communities. The exact schedule of the activities will be agreed with the institution (independent evaluation team) based on the consultancy implementation progress. The deadline for submission of final deliverables to UNICEF in Armenia is October 31, 2017.

B.10 Evaluation of Proposal

In making the final decision, UNICEF will consider both technical and financial aspects. The Evaluation Team will first review the technical aspect of the offer followed by the review of the financial offer of the technically compliant vendors.

B.11 Procedures and logistics

UNICEF does not provide or arrange health insurance coverage for the members of the evaluation team.
UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines (fees reduced due to late submission: 1 month - 20%; 2 months - 50%; more than 2 months # payment withhold). All materials developed will remain the copyright of UNICEF and that UNICEF will be free to adapt and modify them in the future.

C. BIDDER RESPONSE & INSTRUCTIONS TO BIDDERS

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.

Proposal must be submitted in English. The bidder must provide sufficient information in the proposal to address each area of Statement of Work and Terms of Reference to ensure evaluation team can make fair assessment or the bidder based on his/her proposal.

All mandatory (i.e. must/have to/shall/should/will) criteria mentioned throughout this Request for Proposal (RFP) have to be addressed and met in your proposal.

The proposal will be valid for 12 months, commencing on the date of the deadline for proposal presentation.

The proposal shall include, as a minimum:

C.1. REQUEST FOR PROPOSAL FORM (RFP)

1.1. The completed and signed request for proposal form must be submitted together with proposal and placed in the outer envelope.

C.2. TECHNICAL PROPOSAL (Envelope #1#) containing:

The technical proposal shall not contain any price information.

# The technical proposal should very clearly articulate how the institution proposes to address information in the Purpose and Scope of Work sections described above for desired service sub-categories.

# No price information should be contained in the technical proposal.

The technical proposal should be NO MORE THAN 2500 WORDS (5 TO 6 PAGES) excluding annexes and should be organized according to the following contents:

a. TITLE PAGE clearly indicating name of the bidding entity and contact person for the proposal including identification of service categories for which proposal is being submitted.

b. INSTITUTIONAL PROFILE and geographical coverage, description of proposer#s relevant experience in the line of work, including similar or relevant projects undertaken in the past, for the categories bidding for, and list of previous UN contracts carried out in related fields of work. Include samples and references of work and outcomes including any data related to cost effectiveness and efficiency and quality assurance mechanisms. Please provide contact details of key references.

c. TECHNICAL APPROACHES AND METHODOLOGY for conducting the assessment in accordance with the Major Tasks and Deliverables presented in points B.6 and B.7, respectively.

d. Include any other clarifications the proposer would like to make that are not expressed elsewhere, in support of their proposal.

e. CVS/RESUMES summary of lead resource persons and institutional organogram. The profile should also include description of established partnerships, if any, that are being proposed for potential implementation of contracted services, as well as CVs/resumes of lead resource persons in those partner institutions. This text should provide enough information for UNICEF to judge whether the proposer has the skills and personnel profiles required to carry out the category of work and should include statement of capabilities and capacity. In case of proposals submitted as partnerships or sub-contracts, proposals should clearly indicate the lead institution that will serve as the contracted entity. CVs required for all key team members and should be in line with the profiles mentioned in the financial proposal.
CVs/resumes, institutional organogram and financial statement can be included in an ANNEX and excluded from the 2500 word limit. This should be pointed out clearly in the main proposal, for easy reference to the annex.

Links to open websites can be included in the proposal, but not links to any information stored in sites such as dropbox or wetransfer that request us to download parts of proposal(s).

Technical proposals received will be evaluated against the evaluation criteria as below and as applied across all service categories (total 70 points)

<table>
<thead>
<tr>
<th>Table 1: Technical Proposal Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria</td>
<td></td>
</tr>
<tr>
<td>1) Institutional profile, experience and capacity, This will include:</td>
<td></td>
</tr>
<tr>
<td># Years of existence, niche and track record in the related service</td>
<td></td>
</tr>
<tr>
<td># Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments</td>
<td></td>
</tr>
<tr>
<td># Organizational set-up and network:</td>
<td></td>
</tr>
<tr>
<td>i) Organization structure and chart</td>
<td></td>
</tr>
<tr>
<td># Past and current projects, clients and partners:</td>
<td></td>
</tr>
<tr>
<td>i) Focus, scale/size and scope of past and current projects implemented and their outcomes</td>
<td></td>
</tr>
<tr>
<td>ii) Examples to demonstrate management of complex tasks involving partners</td>
<td></td>
</tr>
<tr>
<td># Relevant academic qualifications and years of technical experience of team leader and key personnel/ core standard team</td>
<td></td>
</tr>
<tr>
<td># Resources and facilities: IT infrastructure, equipment, working space, other tools and resources.</td>
<td></td>
</tr>
</tbody>
</table>

30

2) Technical Approaches and Methodology. Will include demonstration of:

# Understanding of scope, objectives and completeness of response
# Understanding of UNICEF#s programme in the country and priorities
# Key and specific technical approaches, methodologies and/or techniques being proposed for the evaluation process
# Feasibility of proposed approach and methodology
# Use of evidence based approaches to guide thinking and actions whether at the level of strategy and intervention design and plans, or activities or messages and materials
# Effectiveness of proposed strategies and quality of implementation plan
# Time-schedules for implementation
# Adherence to human rights principles and ethics related codes of conduct.

40

Total Score 70

Only proposals which receive a minimum of 49 points will be considered further
C.3. FINANCIAL PROPOSAL (to be submitted in separate envelope, Envelope #2#):

The maximum number of points (30) will be allotted to the lowest financial proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component (49 points). All other financial proposals will receive points in inverse proportion to the lowest price; i.e.:

\[ A = \frac{B \times C}{D} \]

Financial proposals should include but not limited to the following:

<table>
<thead>
<tr>
<th>REF</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>- Activities mentioned in the technical proposal are strongly linked with proposed budget lines</td>
</tr>
<tr>
<td></td>
<td>- Detailed breakdown of costs for each activity is presented</td>
</tr>
<tr>
<td></td>
<td>- Travel and operational costs are included</td>
</tr>
<tr>
<td></td>
<td>- All prices/rates quoted without VAT in AMD</td>
</tr>
</tbody>
</table>

C.4. CALCULATION OF OVERALL SCORE

Finally, the overall score for each of the proposals is calculated based on a ratio of 70% - 30% between the technical and financial proposals.

Maximum Points

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal Score</td>
<td>70 points</td>
</tr>
<tr>
<td>Financial Proposal Score</td>
<td>30 points</td>
</tr>
<tr>
<td>Overall Proposal Score</td>
<td>100 points</td>
</tr>
</tbody>
</table>

C.5. CHECKLIST FOR SUBMISSION OF PROPOSALS

# Request for Proposal form filled in and signed

# Envelope for technical proposal (3 original copies)

- 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 financial proposal (3 original copies)

- Financial proposal
- Envelope is sealed
- Envelope is marked as follows: Name of company, RFP number - financial proposal
1 outer envelop

- Containing: 1) request for proposal form, 2) envelope for technical proposal, and 3) envelope for financial proposal
- Envelope is sealed
- Envelope is marked as follows
  - Name of company
  - RFP number: LRFP 9132946
  - UNICEF Armenia
  - 14 Petros Adamyan, 0010 Yerevan

C.6. 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.

C.7. 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;
# negotiate with the provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s).

C.8. PROPOSAL OPENING

Due to the nature of this RFP, there will be no public opening of proposals.

C.9. 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.

C.10. VALIDITY

The proposal will be valid for 12 months, commencing on the date of the deadline for submission of this RFP.

C.11. CONTRACTUAL TERMS AND CONDITIONS
The UNICEF General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

C.12. 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.

C.13. PAYMENT TERMS

Payment will be made only upon UNICEF#s acceptance of the work performed in accordance with the contractual milestones. The general 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.
1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

1.2 The Bid Form/Request for Proposal for Services Form must be signed, and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:
   a) with incorrect (as applicable) postal address, email address or fax number;
   b) received after the stipulated closing time and date;
   c) failure to quote in the currency(ies) stated in the RFP(S);
   d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPs. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
  Name of company
  [RFP(S) NO.]
  [NAME OF UNIT & UNICEF OFFICE ADDRESS]

* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

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

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org

4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.
ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:

"Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Supplier’s “Personnel” means the Supplier’s officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF’s public access webpage available at http://www.unicef.org/supply/index_purchasing_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF’s Policy Prohibiting and Combating Fraud and Corruption, the UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF’s Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract.

The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier’s performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF’s request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier’s cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF’s option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF’s option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF’s demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF’s rights in respect of such late delivery or non-compliant Goods.

Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the
ANNEX A
GENERAL TERMS AND CONDITIONS

INCOTERM or similar trade term expressly stated in the Contract or applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract, and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier’s invoices any amount representing direct taxes (except charges for utility services) and customs duties and charges of a similar nature in respect of articles imported or exported for UNICEF’s official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF’s exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes relating only to a portion of such invoice, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontentious amount of the Supplier’s invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier’s bank account details provided to UNICEF as part of the Supplier’s registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier’s responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF’s opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF’s external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms, (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract, (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading, (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract, (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark, (f) it has not and will not enter into any agreement or arrangement that restricts or restricts any person’s rights to use, sell, dispose of or otherwise deal with the Goods, and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfilment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF’s instructions, the Government or other entity that receives the Goods) all manufacturers’ warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier’s obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.
4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers’ compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF’s privileges and immunities (including matters relating to UNICEF’s relations with Host Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier’s risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier’s performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, property liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier’s performance under the Contract. The Supplier’s product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(iii) All appropriate workers’ compensation and employer’s liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the terms of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier’s insurance required under this Article 4.8 will (i) name UNICEF as an additional insured, (ii) include a waiver by the insurer of any subrogation rights against UNICEF, and (iii) provide that UNICEF will receive thirty (30) days’ written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

(f) Compliance with the insurance requirements of the Contract will not limit the Supplier’s liability either under the Contract or otherwise.

Annex A

General Terms and Conditions

Liability

4.9 The Supplier will pay UNICEF promptly for all loss, destruction or damage to UNICEF’s property caused by the Supplier’s Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Confidentiality

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials (“Contract Materials”) that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term “Contract Materials” includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF’s request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser’s Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser’s Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser’s Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF’s Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier’s Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF, nor will the Supplier at any time use such information to private advantage.
End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF’s Confidential Information or, at UNICEF’s option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination, Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

(c) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF’s mandate applicable to the performance of the Contract or UNICEF’s funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier’s receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier’s default (excluding but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Forc Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from hard conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF’s humanitarian, emergency, or similar response operations.

7. Ethical Standards

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

7.2 (a) The Supplier represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standard of ethics, (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract, and (c) comply with the applicable provisions of UNICEF’s Policy Prohibiting and Combating Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF’s Policy Prohibiting and Combating Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the
ANNEX A
GENERAL TERMS AND CONDITIONS

Convention on the Rights of the Child, including Article 32, or the International Labour
Organisation’s Convention Concerning the Prohibition and Immediate Action for the Elimination
of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale,
distribution, or use of anti-personnel mines or components utilised in the manufacture of
anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate
measures to prevent sexual exploitation or abuse of anyone by its Personnel including its
employers or any persons engaged by the Supplier to perform any services under the Contract.
For these purposes, sexual activity with any person less than eighteen years of age, regardless
of any laws relating to consent, will constitute the sexual exploitation and abuse of such person.
In addition, the Supplier represents and warrants that it has taken and will take all appropriate
measures to prohibit its Personnel including its employers or other persons engaged by the
Supplier, from exchanging any money, goods, services, or other things of value, for sexual
favours or activities or from engaging in any sexual activities that are exploitative or degrading
to anyone. This provision constitutes an essential term of the Contract and any breach of this
representation and warranty will entitle UNICEF to terminate the Contract immediately
notice to the Supplier, without any liability for termination charges or any other liability of any
kind.

7.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or report
that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7
constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or
terminate the Contract and any other contract between UNICEF and the Supplier with immediate
effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report
that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations
provided in this Article 7 or the equivalent provisions of any contract between
UNICEF and the Supplier or any of the Supplier’s Affiliates, or (ii) the Supplier or any of its
Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension
described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Supplier takes appropriate action to address the relevant
incident or breach to UNICEF’s satisfaction within the period stipulated in the notice of
suspension, UNICEF may lift the suspension by written notice to the Supplier and the Contract
and all other affected contracts will resume in accordance with their terms. If, however,
UNICEF is not satisfied that the matters are being adequately addressed by the Supplier,
UNICEF may at any time, exercise its right to terminate the Contract and any other contract
between UNICEF and the Supplier.

(c) Any suspension or termination under this Article 7 will be without any liability for
termination or other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the
Contract including but not limited to the award of the Contract, the way in which the Contract
operates or operated, and the Parties’ performance of the Contract generally and including but
not limited to the Supplier’s compliance with the provisions of Article 7 above. The Supplier
will provide its full and timely cooperation with any such inspections, post-payment audits or
investigations, including (but not limited to) making its Personnel and any relevant data and
documentation available for the purposes of such inspections, post-payment audits or
investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those
undertaking such inspections, post-payment audits or investigations access to the Supplier’s
premises at reasonable times and on reasonable conditions in connection with making its
Personnel and any relevant data and documentation available. The Supplier will require its
sub-contractors and its agents, including, but not limited to, the Supplier’s attorneys, accountants
or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or
investigations carried out by UNICEF.

9. Privileges and Immunities, Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied,
deliberate or inadvertent, of any of the privileges and immunities of the United Nations,
including UNICEF and its subsidiary organs, under the Convention on the Privileges and
Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any
system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or
claim arising out of, or relating to the Contract. Where the Parties wish to seek such an
amicable settlement through conciliation, the conciliation will take place in accordance with the
UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be
agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of
the Contract which is not resolved within ninety (90) days after one Party receives a request
from the other Party for amicable settlement can be referred by either Party to arbitration.
The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force.
The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral
tribunal will be final. The arbitral tribunal will have no authority to award punitive damages.
In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then
prevailing and any such interest will be simple interest only. The Parties will be bound by any
arbitration award rendered as a result of such arbitration as the final adjudication of any such
controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to
the Contract will be in writing, and addressed to the persons listed in the Contract for the
delivery of notices, requests or consents. Notices, requests or consents will be delivered in
person, by registered mail, or by confirmed email transmission. Notices, requests or consents
will be deemed received upon delivery (if delivered in person), upon signature of receipt (if
delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee’s email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be
consistent with the terms and conditions of the Contract and, in case of any ambiguity,
discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts
issued or provided pursuant to or in connection with the Contract, will be deemed to include,
and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and
Immunities, Settlement of Disputes).

11. Other Provisions

11.1 The Supplier acknowledges UNICEF’s commitment to transparency as outlined in
UNICEF’s Information Disclosure Policy and confirms that it consents to UNICEF’s public
disclosure of the terms of the Contract should UNICEF so determine and by whatever means
UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any
conduct of the other Party which is in violation of the terms of the Contract will not constitute
and will not be construed to be a waiver of the violation or breach, or of any future violation,
breach or wrongful conduct.

11.3 The Supplier will be considered as having the legal status of an independent contractor
as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties
principal and agent or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible
at its sole cost for providing all the necessary personnel, equipment, material and supplies and
for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any
obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any
sub-contract will be subject to, and will be construed in a manner that is fully in accordance
with, all of the terms and conditions of the Contract.

(c) The Supplier confirms that it has read UNICEF’s Policy on Conduct Promoting the
Protection and Safeguarding of Children. The Supplier will ensure that its Personnel understand
the notification requirements expected of them and will establish and maintain appropriate
measures to promote compliance with such requirements. The Supplier will further cooperate
with UNICEF’s implementation of this policy.

(d) The Supplier will be fully responsible and liable for all services performed by its
Personnel and sub-contractors and for their compliance with the terms and conditions of the
Contract. The Supplier’s Personnel, including individual sub-contractors, will not be considered
in any respect as being the employees or agents of UNICEF.

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Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor’s Personnel and sub-contractors’ personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(d).

11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier’s rights or obligations under the Contract.

11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.

11.9 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 5.9, 4, 5. 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.