



United Nations Children's Fund  
UNICEF- Ethiopia  
P.O. Box 1169  
Africa Hall  
ADDIS ABABA  
Ethiopia

Telephone  
Facsimile  
Email

---

## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2018-9141813

08 August 2018

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

**Wishes to invite you to submit a proposal for**

Evaluation of FMOH /UNICEF/KOICA project in 4 zones in Oromia and SNNP regions  
Due Date: 29 August, 2018 at 10:00AM Local time  
(APPLICABLE FOR LOCAL VENDORS ONLY)

XXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXX

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

**REQUEST FOR PROPOSAL FOR SERVICES FORM**

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

**TERMS AND CONDITIONS OF CONTRACT**

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

**INFORMATION**

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2018-9141813** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

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

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_ Other \_\_\_\_\_



Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

**10 Evaluation of FMOH /UNICEF/KOICA project**

Summary

Type of Contract (tick the appropriate box) Institutional Contract

Title of the research Evaluation of FMOH /UNICEF/KOICA project in 4 zones in Oromia and SNNP regions.

Purpose To evaluate the effectiveness, efficiency, sustainability, impact and relevance of the FMOH/UNICEF-KOICA MNCH project in selected 4 intervention zones- Segen, Keffa and Bench Maji of SNNP and in Jimma of Oromia Regions.

Location Addis Ababa with field visits in Oromia and SNNPR

Duration August 15# December 31, 2018

Reporting to Chief of Health, Health Specialist (MNCH cluster lead), Health Specialist (Child Health) and Planning Monitoring and Evaluations Specialist, Health section

Type Evaluation (an assessment of an on-going or completed project, programme or policy)

1. Background

Since 1997 four successive Health Sector Development Plans (HSDP) have been developed and implemented to execute key priority interventions envisioned in the national health policy. The government is currently implementing Health Sector Transformation Plan 2015 # 2020, with explicit goals and targets that directly and indirectly contribute to the survival and development of new-born and children. In addition, Ethiopia has led the development of the #New-born and Child Survival Strategy, 2016-20# in 2016 with a commitment to end preventable child death with the aim of bringing down the under-five mortality rate to less than 20/1,000 live births by 2035. The strategy plans to ensure universal coverage of quality high impact newborn and child health interventions along with meaningful community empowerment to create demand for the services.

There are programmatic strategies targeting child survival at health facility and community level in the country such as Integrated Management of Neonatal and Childhood Illness (IMNCI), ICCM, Community Based Newborn Care (CBNC), Newborn Corner Initiative, Neonatal Intensive Care Unit (NICU), Pediatric Referral Care, Nutrition Programme, Expanded Programme of Immunization, Prevention of Mother-to- Child Transmission of HIV (PMTCT) and Pediatric antiretroviral treatment (ART), Maternal Health Programmes, and Health Service Quality Improvement Programme in the country.

All the community based health interventions are conducted through Health Extension Program platform. Ethiopia's flagship Health Extension Programme (HEP) is the platform for delivery of community based basic promotive, preventive and curative health services. After the successful implementation of ICCM through a government led coordination mechanism, FMOH endorsed the introduction of neonatal sepsis management into the Health Extension Programme (HEP).

In collaboration with the FMOH, RHB, Professional associations, NGOs, donors and academic institutions, the project aims to scale up Maternal and New-born care in 4 zones covering a total population of 4 million, with financial support of 9 million USD from KOICA. The key interventions include: i) scale up proven high impact MNH interventions of CBNC, New-Born Corner(NBC), BEmONC, ii) Communication for Development(C4D) activity to increase service utilization and iii) strengthening national, regional and woreda level capacity to manage MNCH activities. This project is expected to contribute to the national scaling up of evidence interventions to improve maternal and new-born health at the community and health facilities.

The proposed project period covered 2015 # 2018 and the expected results are: 80% of pregnant women receive at least one antenatal care; 25% of all births take place in health facilities; 80% of new-borns initiate breastfeeding within one hour after birth; 75% of new-borns and mothers received PNC visits by HEWs within 72 hours ;50% of new-borns with infections receive effective treatment at health posts or/and health centres ;80% health centres has at least two trained staffs in basic Emergency Obstetric and New-born Care and Integrated Management of New-born and Childhood Illnesses respectively and 80% of health centres with a maternity what have a functional NBC.

To this effect, KOICA and UNICEF is supporting FMOH to evaluate the project using the UNICEF adopted OECD



Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

DAC criteria. A baseline survey was conducted in 2015. Similar survey will be undertaken now to compare the changes on key indicators of the project. For detailed information on the indicators, refer to the annexed log-frame of the project.

2. Rationale for the Research Activity/Justification

1. The KOICA project is a 9 million USD project with multiple components in various packages implemented in selected zones of Oromia and SNNP regions of Ethiopia. The project donors and UNICEF have agreed, at the initial of the project design, to conduct pre # post evaluation with an intention to systematically evaluate the contribution of the project to improving the health outcomes. Due to the nature of the project, there is a huge interest of understanding how it has influenced and strengthen the health system and capacity of various implementers, at all levels, towards improving the MNCH services. The finding will also support to documenting the lessons learnt at each stage in the project planning, implementation, monitoring as well as results achieved. Through documenting and sharing the lessons will help UNICEF, government, development and implementing partners to draw lessons and utilize the findings in future programming. This endeavour is in line with UNICEF ECO CPAP where evidence generation one of key mechanisms to build the system for evidence based planning and programming.

2. The overall objective will be to assess, draw lessons and document the relevance, effectiveness, efficiency, sustainability, and added value of the KOICA Community Based New Born care project in the improvement of the national maternal, neonatal care and child health. The specific objectives of the assessment include:

1. To evaluate the extent to which targets and objectives are met as per the project document.
2. To evaluate using the OECD evaluation criteria the relevance, effectiveness and efficiency, impact and sustainability of the project.
3. To learn the challenges of the implementation modality of the project and lessons learned.
3. This evaluation is already part of the IMEP 2017/015 under the title KOICA MNCH baseline survey reference 2017/015.

3. Owners of the research and use of the findings

The primary owners of the research will be FMOH (RHBs of Oromia SNNPR and health offices at decentralized levels of the project zones), UNICEF and other implementing partners who have been engaged during the implementation. The findings of the assessment will be used to primarily inform the national MNCH program in particular and the overall health system in general. The key success factors and weaknesses if any will also be openly shared to the global health community so that lessons learnt in Ethiopia will be utilized elsewhere in the world most importantly in nations of similar set up.

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

4. Scope of the Research Activity

The following areas will be the focus of the assessment:

1. Examining implementing strategy and priority interventions in view of the health system strengthening;
2. Results achieved in key MNCH indicators including the improvement in health seeking behaviour
3. Challenges, risks and mitigation measures put in place
4. Partnership among the major stakeholders and implementing partners that contributed to achieve results
5. Exit and sustainability strategies.

Evaluation Questions

To address the overall and specific evaluation objectives, the following specific questions will be taken in to consideration.

Relevance:

To what extent were the objectives of the ESDE project fitting to the needs identified nationally at the time of the beginning of the project?

To what extent were the inputs identified realistic, appropriate and adequate to achieve the results?

Effectiveness and contribution:

To what extent was KOICA project effective in delivering planned results?

§ The extent to which the cause and effects linkages has been ensured between inputs and activities, and outputs, outcomes and impacts of the project intervention?

How effective were the intervention modalities (training, equipping facilities, etc.) used in the implementation of the project?

The specific areas to be covered under effectiveness part are:

§ Changes on utilization of Maternal, Newborn and Child Health (MNCH) services in the project intervention zones including utilization of treatment Newborns with sepsis cases at community level.

§ Improvements on the process referral linkages of Maternal and New-born cases throughout the primary care unit.

§ Assessing the changes in perceived quality, awareness, knowledge, demand of high impact MNCH services in the project intervention areas.

§ Assessing improvements on availability current key essential MNCH drugs, supply and equipment (ICCM, CBNC, New-born corner, NICU, BEmONC )

§ Improvements on availability and quality of services on key selected high impact MNCH services. (ANC, SBA, ICCM, CBNC, Newborn corner, NICU, BEmONC)

§ Assessing the services utilization by different socio economic status and geographic locations.

§ Identify critical, for any low performances, challenges regarding service utilization both from demand and supply side and compare with baseline finding.



Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

Efficiency

How far do the actual or expected results (outputs and outcomes) justify the costs incurred?

To what extent was coherent internally among project components/implementing partners' strategies and any significant overlap and duplication of project activities with other similar interventions funded nationally and /or by other donors which could otherwise result in unnecessary wastage of resources?

What were the factors which contributed for the project efficiency?

Sustainability

What is the likelihood of sustainability of project output, outcomes and benefits after completion of the project?

How effective are the mechanisms established to maintain equipment and services provision so that sustainable utilization for a reasonable period is ensured?

What are the important issues that require attention in order to improve likelihood of sustainability of outcomes?

To what extent are capacities strengthened at individual, institutional and system level?

Gender, equity and humanitarian principles

# To what extent has the project contributed towards realization of gender equality

# To what extent does equity criteria was considered when UNICEF targeted its resources?

# To what extent is UNICEF perceived to be neutral in its humanitarian action by different stakeholders (e.g. affected communities, parties to the conflict, other humanitarian actors)?

# To what extent has UNICEF and its partners reached all groups in need vis-a-vis the available resources?

5. Methods

A mix of quantitative and qualitative shall be used in this evaluation. The quantitative data will be collected at household and facility level using the appropriate sampling technique in a way the data is comparable with the baseline data. The qualitative methods should include but not limited to key informant interviews and focus group discussions from community, government and partners. Baseline data of the survey is available and should be utilized to assess the changes in key indicators and determine the project contribution to the overall results to the project. The assessment shall also use review of existing documents for supporting its findings.

The findings should use not only outcome indicators but also process indicators to ascertain the association of the project contribution to the progress made by the project.

The geographical coverage of the study area are 4 intervention zones- Segen, Keffa and Bench maji of SNNP and in Jimma of Oromia Regions

Sample sizes should be computed in way the analysis allows generalization at the intervention zones and results are comparable to the baseline survey. The consulting firm should clearly indicate the most appropriate type of evaluation to be used to answer the evaluation questions.

Data should be collected by tablets using CSPro software or any compatible software and analysis through well recognized statistical analysis software (STATA, SPSS.) Baseline study report is available upon request from the consulting firm during the preparation of the proposal for the bid.

6. Specific Tasks with timeline

Tasks Time

Inception report (with data collection tools) 3 weeks

Securing ethical clearance/permission from Oromia and SNNP 3 weeks

Training of data collectors completed 2 weeks

Data collection completed 4 weeks

First Draft Submitted 6 weeks

Final Report submitted cleaned raw databases (Quantitative and qualitative) should be submitted to UNICEF. 4 weeks

Present the data in dissemination workshop 1 week

7. Estimated duration of contract

September 1/ 2018-February 28/2019

8. Expected Deliverables

· Inception report



Item	Service Description	Quantity	Unit	Unit Price	Price
	<ul style="list-style-type: none"> <li>· Document proof of Ethical clearance and letter of support from Oromia and SNNPR</li> <li>· Draft report and preliminary presentation. The research company will produce a comprehensive first report on the finding and analysis of the key variables).</li> <li>· Final report. The report will be considered final upon approval of Steering Committee of the Evaluation (FMOH KOICKA and UNICEF).</li> <li>· Submitting cleaned raw data along with final report submission. Submit the raw data with all clear description of data dictionary through virus free new and compatible external disk and half day orientation to UNICEF focal person.</li> <li>· Conduct presentation of the study finding during dissemination workshop.</li> <li>· Power point presentation of the report</li> <li>· 4-page policy brief of the evaluation report</li> <li>· Monthly progress report.</li> </ul>				

The consultant, after UNICEF endorsement of the inception report, should provide weekly update of the progress to study focal persons in UNICEF. UNICEF staff may conduct, at any time, supervision and checks at all stages of the study process. This includes during data collection training, data collection, cleaning and analysis of the report.

#### Reporting and Supervisor

- The consulting firm should produce a brief report on the implementation of the evaluation to the Chief of Health, Health Specialist (MNCH cluster lead), Health Specialist (Child Health) and Planning Monitoring and Evaluations Specialist, Health section monthly. At each payment schedule, the consulting firm should produce a brief report on the progress of the evaluation.

#### 9. Expected background and Experience

The evaluation will be conducted by a registered institution or a team of freelance consultants. It is proposed that the evaluation team consist of one or two international experts in undertaking similar evaluation teamed with a national research firm experienced in quantitative and qualitative household surveys. The team leader will have the responsibility for all negotiations, decisions, and deliverables. The technical work is to be divided between the team leader and the team members.

Therefore, bidders for this contract are expected to provide:

#### One team leader:

- Extensive evaluation expertise and experience (at least 8 years) and a strong commitment to undertake the evaluation.
- Knowledge of institutional issues related to development programming (including funding, administration, the role of the UN system, partnerships, human rights and sustainable development issues)
- Familiarity with UNICEF programmes of intervention with a focus on programmes on host communities and refugees and their evaluation
- Team leadership and management, interpersonal/communication skills
- Excellent analytical and writing skills
- PHD in public health/medicine with a minimum of 10 years of work experience in public health research

#### National Institution

- Strong evaluation expertise and experience (at least 5 years), including methodological and data collection skills;
- Demonstrated skill in conducting evaluations including cost analysis and household surveys in Ethiopia
- Team work and inter-personal communication.

All members of the team should be established experts in their respective fields and have an excellent knowledge of evaluation norms, standards and approaches. The team should at least have one statistician, one survey expert, 2 evaluation specialists, writer and editor.

The UNEG Norms and Standards and UNICEF's standard for evaluation will be applied during this evaluation. The institution will be responsible for the administrative management of the evaluators taking part in field work. UNICEF will have no liabilities in terms of provision of transport or insurance.



Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

Guidance for Institutional Contracts:

- The firms should provide evidence on experience & credibility of the institution in undertaking similar job for other national/international agencies.
- Should clearly mention State human resource of the institution including the CVs of their employees, in order for us to determine their professional competency.
- Should state accountability of institution in terms of deliverable and method of payment to institution.
- The institutional contractor must provide UNICEF with a Certificate of Incorporation/ documentation proving that they are a registered company or institution.

10. PIDB CODE

§ Please select one of the following Generic Intervention Codes:

- Ø 60: Analysis, research, and studies
- Ø 61: Data, data bases, surveys and statistics
- Ø 63: Evaluations

11. General Conditions: Procedures and Logistics

- The consultant will not be provided lodging and/or meals.
- The consultant will not work from UNICEF office, remote location, or a combination.
- Consultants are not entitled to DSA.
- The consultants should provide his/her own materials, i.e. computer, office supplies,, etc.
- The consultants are not authorized to have access to UNICEF transport.
- Consultants will be paid only upon submission of deliverables
- Flight costs will not be covered by UNICEF.

12. Policy both parties should be aware of:

- Under the consultancy agreements, a month is defined as 21 working days, and fees are prorated accordingly. Consultants are not paid for weekends or public holidays.
- Consultants are not entitled to payment of overtime. All remuneration must be within the contract agreement.
- No contract may commence unless the contract is signed by both UNICEF and the consultant or Contractor.
- For international consultants outside the duty station, signed contracts must be sent by fax or email. Signed contract copy or written agreement must be received by the office before Travel Authorisation is issued.
- No consultant may travel without a signed travel authorization prior to the commencement of the journey to the duty station.
- Unless authorized, UNICEF will buy the tickets of the consultant. In exceptional cases, the consultant may be authorized to buy their travel tickets and shall be reimbursed at the #most economical and direct route# but this must be agreed to beforehand.
- Consultants will not have supervisory responsibilities or authority on UNICEF budget.
- Consultant will be required to sign the Health statement for consultants/Individual contractor prior to taking up the assignment, and to document that they have appropriate health insurance, including Medical Evacuation.
- The Form 'Designation, change or revocation of beneficiary' must be completed by the consultant upon arrival, at the HR Section.
- \*\*\*\* Please consult with HR on entitlements as many are set by UNICEF rules.

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

13. Intellectual property rights

All intellectual property rights in the work to be performed under this agreement shall be vested in the (FMOH, UNICEF and KOICA), including without limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. The FMOH, UNICEF and KOICA hereby grants to the Recipient Organization a non-exclusive royalty-free license to use, publish, translate and distribute, privately or publicly, any item or part of the work to be performed under this Agreement for non-commercial purposes upon formal approval of UNICEF. Neither the Recipient Organization nor its personnel shall communicate to any other person or entity any confidential information made known to it by FMOH, UNICEF and KOICA during the performance of its obligations under the terms of this Agreement nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.

The core reports will be issued by the steering committee for the research noting in the acknowledgements sections institutions and persons who have made major contributions to their authorship. Further analysis of data collected in the evaluation will first appear as (enter name of reports the research steering committee will issue). Once the official report is cleared consultants will be free to work further on those papers for publication in peer reviewed journals upon approval by FMOH, UNICEF and KOICA. Consultants will provide the steering committee members with raw data, corrected/verified data once cleaned and programming files that permit replication of results from core evaluation reports.

Data collected for the research is the property of the FMOH, UNICEF and KOICA. Master versions of the data, coding protocols and programming code permitting replication of results of core evaluation reports will be kept by the programme. Copies of the data will be distributed to researchers with the permission of the evaluation steering committee with a view to helping to disseminate learning derived from the data sets.



Item	Service Description	Quantity	Unit	Unit Price	Price
Annex	Outline of the report				
	1. Title Page				
	2. Executive Summary				
	Description of program/project; Evaluation questions and purpose of the evaluation; Brief description of methods and analytical strategy (if appropriate); Summary of main findings; Implications of findings; Recommendations, if appropriate.				
	3. Table of Contents and Other Sections That Preface the Report				
	Table of contents contains at least all first and second level headers in the reports; Titles and page numbers are accurate; Lists of tables, figures, and appendices are included, if appropriate; List of acronyms or abbreviations is included, if appropriate; Acknowledgments section references sponsors, data collectors, informants, contributors to the report, research assistants, reviewers of the report, etc.				
	4. Introduction and Background				
	Purpose of evaluation and evaluation questions, if not covered in the methodology section; Description of the program/project or phenomenon being evaluated (including goals and historical context, if appropriate); Identification of target population for the program and relevant audiences and stakeholders for the evaluation; Review of related research; Overview and description of report structure.				
	5. Methodology				
	Purpose of evaluation and evaluation questions, if not covered in the introduction; Evaluation approach or model being used, as well as rationale for the approach or model; Design of the evaluation, including sample sizes and timing of data collection; Methods of data collection, including description of data collection instruments; Sources of information and data; Limitations of the evaluation (e.g., limitations related to methods, data sources, potential sources of bias, etc.).				
	6. Results Chapters				
	Details of the evaluation findings are clearly and logically described; Charts, tables, and graphs are understandable and appropriately and consistently labelled; Discussion of evaluation findings is objective and includes both negative and positive findings; All evaluation questions are addressed or an explanation is included for questions that could not be answered; Findings are adequately justified.				
	7. Summary, Conclusion, and Recommendations				
	Summaries of findings are included in each chapter or altogether in a summary chapter; Discussion and interpretation of findings are included; Summary and conclusion fairly reflect the findings; Judgments about the program that cover merit and worth are included; If appropriate, recommendations are included and are based on findings in the report.				
	8. References and Appendices				
	A suitable style or format is used consistently for all references; References are free of errors; References cover all in-text citations; All appendices referenced in the text are included in the appendix section, in the order they are referenced; Data and information in the appendices are clearly presented and explained.				

Evaluation of FMOH /UNICEF/KOICA project

1

PU

---

## SPECIAL NOTES

### PART I - PURPOSE OF THIS REQUEST FOR PROPOSAL

#### 1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

#### 2. Solicitation

2.1 UNICEF wishes to procure items in the quantities and with the specifications outlined in the schedules contained in this Solicitation Document.

2.2 This Solicitation Document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Goods) which are attached as Annex A to this document
- Annex A - Declaration form
- Annex B - [The full Terms of Reference/Statement of Work attached at Annex B]
- Annex C - Evaluation Criteria
- Annex D - Technical proposal format
- Annex E - Contractor's experience
- Annex F - Check list

2.3 This Solicitation Document is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of UNICEF unless and until a Purchase Order is signed by UNICEF and the successful Proposer.

### PART II - PROPOSAL SUBMISSION PROCESS

#### 1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by Email to [supplyaddisababa@unicef.org](mailto:supplyaddisababa@unicef.org) that they have received this RFPS.

**IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.**

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by Email to [supplyaddisababa@unicef.org](mailto:supplyaddisababa@unicef.org). The deadline for receipt of any questions is 22 August, 2018 at 11:00am.

**IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.**



Proposers are required to keep all questions as clear and concise as possible. Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Submission Deadline. The deadline for submission of proposals is as follows:  
Wednesday, 29 August, 2018 at 10:00am (East African Time)

Bidders are expected to put their proposals in the bid box located at UNICEF office reception desk, UNECA Compound, Zambezi Building, 2nd Floor, East wing and get registered with the receptionist.

Any proposals received by UNICEF after the Submission Deadline will be rejected.

#### IMPORTANT:

The UNECA security rules requires 36 hours #advance notice# to be given by visitor, therefore please notify the Supply Section by email: [supplyaddisababa@unicef.org](mailto:supplyaddisababa@unicef.org) providing the full name of the person who will be submitting the bid and the proposed date of arrival. Please ensure that the person coming has a valid Identification card.

#### 1.5 Proposal Opening.

Technical Proposals will be publicly opened on Wednesday, 29 August, 2018 at 10:30AM Standard Time (East African Time) UNICEF ECO Office- UNECA Compound, Zambezi Building 2nd Floor East Wing.

## 2. Language

2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in English. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in English. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation will rest with the Proposer.

## 3. Validity of Proposals; Modification and Clarifications; Withdrawal

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no



longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of their Proposal, or state the changes from the original Proposal.

3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

#### 4. Eligibility; Proposer Information

4.1 Proposer. The term "Proposer" refers to those companies that submit a Proposal pursuant to this Solicitation Document and "Proposal" refers to all the documents provided by the Proposer in its response to this Solicitation Document. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this Solicitation Document, including the representations on ethical standards, including conflicts of interest.

#### 4.2 Joint Venture, Consortium or Association.

(a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, each such legal entity will confirm in their joint Proposal that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and

- if they are awarded the Purchase Order, the designated lead entity will enter into the Purchase Order with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture's Proposal is the Proposal selected for award, UNICEF will award the Purchase Order to the joint venture, in the name of its designated lead entity. The lead entity will sign the Purchase Order for and on behalf of all other member entities.

4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or



partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this Solicitation Document, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

## 5. Preparation of Offer

5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the Solicitation Document (including the Instructions to Proposers section);

- Review the Solicitation Document to ensure that they have a complete copy of all documents;

- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Goods) for the supply of goods publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html);

- Review the UNICEF policies publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html). In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Attend any bid conference if it is mandatory under this Solicitation Document;

- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods.

5.2 Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this Solicitation Document or any other information provided to the Proposers.

5.3 Failure to meet all requirements and instructions in the Solicitation Document or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.

5.4 The Proposal must be organized to follow the format of this Solicitation. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage (if any) is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.

5.5 The completed and signed Bid Form must be submitted together with the Proposal. The Bid Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Proposals must be clearly marked with the Solicitation Document number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.



5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this Solicitation Document, paying particular attention to the specifications outlined in the schedules. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

5.9 Price Proposal: The Price Proposal should be prepared in accordance with the quantities and specifications outlined in the schedules contained in this Solicitation Document.

5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this Solicitation Document is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this Solicitation Document, submission of any samples, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

[5.11 The Proposer's Proposal will include all of the following labelled annexes:

- Annex A - Declaration form
- Annex B - [The full Terms of Reference/Statement of Work attached at Annex B]
- Annex C - Evaluation Criteria
- Annex D - Technical proposal format
- Annex E - Contractor's experience
- Annex F - Check list

## 6. Proposal Documents; Confidentiality

6.1 This Solicitation Document, together with all Proposal documents provided by the Proposer to UNICEF will be considered the property of UNICEF and will not be returned to the Proposers.

6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Proposers by UNICEF ("Solicitation Document Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this Solicitation Document, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such Solicitation Document Materials to UNICEF, or destroy or delete all such Solicitation Document Materials. The Proposer shall not use the Solicitation Document Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the Solicitation Document Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant Solicitation Document Materials are at the time of this Solicitation Document lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the Solicitation Document Materials; or (e) if the Solicitation Document Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the Solicitation Document Materials.

## 7. Multiple Proposals and Proposals from related organizations

7.1 Proposers shall not submit more than one Proposal as part of this solicitation process.

7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture,



consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
- (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

### PART III -AWARD/ADJUDICATION OF PROPOSALS

#### 1. Award

1.1 Evaluation. The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Proposals, UNICEF will carry out the following steps in the following order:

First, each Proposal will be evaluated for compliance with the mandatory requirements of this Solicitation Document. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this Solicitation Document, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

Second, UNICEF will evaluate each Proposal to determine whether the products offered are acceptable commercially and technically and are of the required quality. Proposals will be evaluated based on the INCOTERM(s) stated in Part IV clause 3.1 below. Where more than one INCOTERM is stated in Part IV clause 3.1 below, Proposals will be evaluated based on whichever INCOTERM is in the best interest of UNICEF as determined by UNICEF in its sole discretion. UNICEF will award the Purchase Order to the Proposer offering a combination of the lowest acceptable prices and shortest lead-time [INSERT ANY FURTHER BID SPECIFIC AWARD CRITERIA], provided that UNICEF considers that the Proposal to be reasonable and that it is in the interest of UNICEF to accept the Proposal.

1.2 Partial Proposals. UNICEF will not accept partial Proposals.

1.3 Limited Award. In case of an award, Proposers that have not previously received Purchase Orders from UNICEF, may receive an order for a limited quantity until satisfactory performance is established.

1.4 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any



item(s) where UNICEF considers it to be in its best interest to do so.

1.5 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal(s).

1.6 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the Purchase Order(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

## 2. General Terms And Conditions Of Contract (Goods)

2.1 UNICEF's General Terms and Conditions of Contract (Goods) which are attached at Annex A to this Solicitation Document will apply to any Purchase Orders awarded in connection with this Solicitation Document. By signing the Bid Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Goods). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Goods), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

## 3. Inspection

3.1 Each Proposer will permit UNICEF, either itself or through a designated representative entity, to have access to the facilities where the products offered are manufactured, at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the products. The Proposer will provide reasonable assistance to the representatives for such appraisal, including copies of any documentation (including, but not limited to, test results or quality control reports) as may be necessary. The inspection may be carried out in conjunction with the appropriate national authority. Failure to do so may result in the rejection of the Proposal.

## 4. Rights of UNICEF

4.1 UNICEF reserves the following rights:

(a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification).

(c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts or Purchase Orders on time, or UNICEF believes is not in a position to perform the Purchase Order;

(d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this Solicitation Document.

(e) to suspend negotiations or withdraw an award to a Proposer at any time up until a Purchase Order has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

4.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this Solicitation Document or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 4.1 above.



## PART IV - REQUIREMENTS

### 1. Prices and Discounts

1.1 Prices. The prices include the cost of packaging and packing the goods in accordance with the requirements set out on the UNICEF Supply website [http://www.unicef.org/supply/index\\_41950.html](http://www.unicef.org/supply/index_41950.html). The price also includes delivery in accordance with the applicable INCOTERM.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the delivery terms of the Purchase Order have been fulfilled. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the Purchase Order.

### 1.3 Currency.

(a) Proposers are requested to provide unit prices in Ethiopia Birr (ETB). UNICEF will reject any Proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

### 1.4 Discounts. Proposers are requested to advise as to:

(a) Quantity / volume discounts, in form of large quantity / volume discounts and staircase pricing (i.e. varying prices according to different quantities procured);

(b) Early payment discounts, i.e. payment within a specified period of time faster than UNICEF's standard payment term of 30 days net;

(c) Trade discounts;

(d) Any other unconditional discounts.

### 1.5 Taxes.

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in this Solicitation Document.

## 2. Implementation

2.1 Sub-contractors. Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. All sub-contracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.

2.2 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in



the joint venture in delivering the requirements of this Solicitation Document, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this Solicitation Document, it should present such information in the following manner:

- (i) Those that were undertaken together by the joint venture; and
- (ii) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the activities defined in this Solicitation Document.

Previous contracts or Purchase Orders completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

### 3. Delivery

#### 3.1 Incoterms.

Proposers are requested to quote prices in accordance with the following delivery terms (INCOTERMS 2010): DAP - Delivery at place

Failure to quote in accordance with the requested INCOTERMS may result in invalidation of the Proposal.

3.2 Deliveries will be made in accordance with instructions in UNICEF's Purchase Orders. Proposers will indicate the realistic lead-time for delivery for each item offered (subject to quantities). "Delivery lead-time" is the period from the date of receipt of a Purchase Order by the Supplier to the date of delivery of the goods in accordance with the applicable delivery term and instructions specified in the relevant Purchase Order and includes the period for manufacturing and packing the products, pre-delivery inspection (if applicable), obtaining any necessary regulatory authority approvals or licenses, shipping, and provision of all documentation required in connection with such delivery.

3.3 UNICEF will monitor and measure the performance of the successful Proposer, in comparison with the realistic lead-time indicated in its Proposal.

### 4. Shelf Life and Warranty

4.1 Shelf life and Useable Lifespan. The Proposer will clearly state the minimum shelf life at time of dispatch for all pharmaceutical products or other perishable goods. For all other products, the Proposer will clearly state (as applicable) the usable lifespan (i.e. the recommended usage period).

4.2 Packing, Packaging and Labeling. All goods must meet the requirements for packing, packaging, packing list and labelling of the goods set out on the UNICEF Supply Website ([http://www.unicef.org/supply/index\\_41950.html](http://www.unicef.org/supply/index_41950.html)) and the additional requirements (if any) for packing, packaging, packing list and labelling set out in this Solicitation Document. This includes those requirements that apply to dangerous goods.

4.3 Warranty. The Proposer's warranty for the goods (including packaging) offered in its Proposal will meet each of the following minimum criteria:



- (a) The goods conform to the quality, quantity and specifications for the goods stated in the Purchase Order (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Purchase Order);
- (b) The goods conform in all respects to the technical documentation provided by the Proposer in respect of such goods and, if samples were provided to UNICEF prior to entering into the Purchase Order, the goods are equal and comparable in all respects to such samples;
- (c) The goods are new and factory-packed;
- (d) The goods are fit for the purposes for which such goods are ordinarily used and any purposes expressly made known to the Proposer by UNICEF;
- (e) The goods are free from defects in design, manufacture, workmanship and materials;
- (f) The goods are free from all liens, encumbrances or other third party claims;
- (g) The goods are contained or packaged in accordance with the standards of export packaging for the type and quantities of the goods specified in the Purchase Order, and for the modes of transport of the goods specified in the Purchase Order (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 Purchase Order and applicable law.

4.4 Warranty Period. The Proposer will clearly state the period of validity of the warranty, including the start date of the warranty period. For all pharmaceutical products or other perishable goods, the period of validity of the warranty must not be less than the shelf life of the goods.

4.5 Assignment of Manufacturer Warranties. If the Proposer is not the original manufacturer of the goods or any part of the goods, the Proposer will be expected to assign 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 specified in the Purchase Order.

4.6 Extension of Warranty to Partners. The Proposer should note that the warranties are expected to be made to UNICEF and to extend to (a) each entity that makes a direct financial contribution to UNICEF for the purchase of goods; and (b) each Government or other entity that receives the goods.

## 5. Other Goods Requirements

5.1 Country of Origin. Items produced in countries other than that of the Proposer must be indicated, stating the country of origin. Proposers may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

5.2 Samples. UNICEF reserves the right to request free, non-returnable samples for evaluation and testing by UNICEF, or its representative, of the item and/or of the packing and packaging, prior to any award.

If samples are requested:

- Samples will be subject to technical review and laboratory testing and analysis where appropriate.
- Samples must correspond 100% to the product(s) being offered.



- Samples must include the manufacturer's packaging and labeling.
- In the event that the Proposal is successful, samples will be retained by UNICEF for comparison checking purposes against deliveries subsequently made.
- Samples should be labelled with the UNICEF Solicitation Document number, goods specifications as detailed in this Solicitation Document, Proposer's product reference and Proposer's name and address. UNICEF reserves the right to reject samples that are not labeled as requested.
- Failure to provide samples in accordance with the instructions requested under this paragraph 5.2 may result in invalidation of the Proposal.

5.3 Packing, Packaging, Packing List, Labelling and Dangerous Goods Instructions. The Proposer will comply with the requirements for packing, packaging, packing list and labelling of goods set out on the UNICEF Supply Website ([http://www.unicef.org/supply/index\\_41950.html](http://www.unicef.org/supply/index_41950.html)) and the additional requirements (if any) for packing, packaging, packing list, labelling set out below in this Solicitation Document. This includes those requirements that apply to dangerous goods. The classification of goods (including packaging) as "dangerous goods" is a supplier responsibility and must be communicated to UNICEF when submitting the Proposal. For any goods (including packaging) classified as dangerous goods, Proposers must submit all relevant Material Safety Data Sheets indicating accurate classification for transport purposes, storage, labeling and shipping requirements when submitting the Proposal.

[The following special requirements for packing, packaging, packing list and labelling apply to this Solicitation Document: INSERT ANY SPECIAL REQUIREMENTS]

## 6. Liquidated Damages

6.1 Any Purchase Orders awarded in connection with this Solicitation Document will include the following clause on liquidated damages:

"In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Goods), if the Supplier fails to deliver the Goods under this Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF's option, the Supplier will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Supplier's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of this Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this Purchase Order."

## PART V - PROPOSER REPRESENTATIONS

### 1. Price - Most Favoured Customer

1.1 The Proposer confirms that the prices with respect to the goods specified in the Proposal are the most favourable prices available to any customer of the Proposer (or any of the Proposer's affiliates).



1.2 If at any time during the term of any Purchase Order resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the price and related pricing terms under the Purchase Order to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

## 2. General Representations

By submitting its Proposal in response to this Solicitation Document, the Proposer confirms to UNICEF as at the Submission Deadline:

2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting Purchase Order, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the goods and to perform its other obligations under any resulting Purchase Order. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the goods.

2.2 All of the information it has provided to UNICEF concerning the goods and the Proposer is true, correct, accurate and not misleading.

2.3 The Proposer is financially solvent and is able to supply the goods to UNICEF in accordance with the requirements described in this Solicitation Document.

2.4 The use or supply of the goods does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development, manufacture and supply of the goods has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Proposer 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.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting Purchase Order.

2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this Solicitation Document and the results of the evaluation process.

## 3. Ethical Standards

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any Purchase Order that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibiting of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this Solicitation Document, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Proposer 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. In particular, the Proposer has disclosed to UNICEF if it or



any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods requested under this Solicitation Document; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the goods requested under this Solicitation Document.

3.2 The Proposer has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any Purchase Order that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this Solicitation Document including the award of the Purchase Order to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from UNICEF, the Proposer 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 Proposer has participated.

(b) 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 Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

3.5 Neither the Proposer 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 Proposer 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 Purchase Order. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the Purchase Order, UNICEF will be entitled to suspend the Purchase Order for a period of time up to thirty (30) days or terminate the Purchase Order, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the Purchase Order it will be entitled to terminate the Purchase Order at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting Purchase Order; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html). In particular, the Proposer 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 Combatting Fraud and Corruption.

3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://www.ungm.org)).



3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the 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.

3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. 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. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, 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 exploitive or degrading to any person.

3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer 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 Proposer will further cooperate with UNICEF's implementation of this Policy.

3.11 The Proposer 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 3.

3.12 Each of the provisions in Article 3 of this Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any Purchase Order that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

#### 4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a Purchase Order awarded in relation to this Solicitation Document, including but not limited to the award of the Purchase Order and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.



## INSTRUCTION TO PROPOSERS

### 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](http://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 (Services)

#### Definitions and UNICEF Supply Website

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

"Affiliates" means, with respect to the Contractor, 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.

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

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"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.

Contractor's "Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under

the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_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 Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

#### 2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

##### Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor 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 and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. 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 Contractor. 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.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

##### Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under



## ANNEX A GENERAL TERMS AND CONDITIONS

the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

### Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. 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.

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor 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 Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and 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.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) 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 2.14.

### 3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor 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 Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor 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) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount



## ANNEX A GENERAL TERMS AND CONDITIONS

representing direct taxes (except charges for utilities services) and customs restrictions, 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 Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor 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 Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor 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 uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required 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 Contractor 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 Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor'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 Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor 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 Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor 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 Contractor 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

##### Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor 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) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain

throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor 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 Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

##### Indemnification

4.4 The Contractor 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 UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor 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 copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables 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 terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor 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 Contractor 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

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor'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 in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;



## ANNEX A GENERAL TERMS AND CONDITIONS

(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 Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term 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 Contractor 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 Contractor's insurance required under this Article 4.6 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 Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

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

### Liability

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

### 5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

#### Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor 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 Contractor under the Contract. The Contractor 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 Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free 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 Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (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 or in connection with the subject matter 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 Contractor 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 Contractor (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 Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor 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 written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

#### Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.



## ANNEX A GENERAL TERMS AND CONDITIONS

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

### Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

### End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor 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 Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor 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 on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

#### Force Majeure

6.8 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 harsh conditions or logistical challenges for the Contractor (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 Without limiting the generality of Article 2 above, the Contractor 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 Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former



## ANNEX A GENERAL TERMS AND CONDITIONS

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 Contractor 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 Contractor 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 Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), 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 Contractor 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 Contractor 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 Contractor 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 Combatting Fraud and Corruption. In particular, the Contractor 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 Combatting Fraud and Corruption.

7.5 The Contractor 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](http://www.ungm.org)).

7.6 The Contractor 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 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 Contractor 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 employees or any persons engaged by the Contractor 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 Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, 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 exploitive or degrading to any person. 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 upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor 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 Contractor 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 Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor 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 Contractor 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 Contractor 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 Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(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 inspections, post-payment audits or 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 Contractor's compliance with the provisions of Article 7 above. The Contractor 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 Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor'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 based on general principles of international commercial law. 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.



---

ANNEX A  
GENERAL TERMS AND CONDITIONS

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 Contractor 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 Contractor 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 The Contractor 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 Contractor's rights or obligations under the Contract.

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

11.6 The Contractor 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.

11.7 The Contractor 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 Contractor and its Personnel and sub-contractors, the Contractor 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 prior written permission of UNICEF.

11.8 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.

11.9 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 Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.



## ANNEX-A

### **DECLARATION FORM**

To be attached with both the **technical and financial** proposals

To be submitted in the letter head of the company/firm submitting the proposal

---

To: UNICEF,

[Location, Date]

We offer to provide the consulting services for [Insert name of the assignment] in accordance with the terms of reference, the general and specific terms and conditions specified in your Request for Proposal No. [Insert number] dated [Insert date] and our technical and financial proposals submitted to you separately under a sealed envelope.

We understand that any contract resulting from this bid will contain the terms of reference, the general and specific terms and conditions specified in the request for proposal and is non-negotiable.

We herewith confirm that all the information and statements made in the technical and financial proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our technical and financial proposal is binding upon us and subject to the modifications resulting from contract negotiations. Our technical and financial proposal is valid for a period of 90 days from the bid opening date.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within [\*\*\*] days/week of signing of the contract.

We understand you are not bound to accept any Proposal you receive.

**Name of authorized representative:**

**Title:**

**Signature:**

**Date:**

**Organization Name:**

**Postal Address:**

**Telephone/Mobile No.:**

**Fax No.:**

**Email Address:**



## Summary

<b>Type of Contract (tick the appropriate box)</b>	<u><b>Institutional Contract</b></u>
<b>Title of the research</b>	Evaluation of FMOH /UNICEF/KOICA project in 4 zones in Oromia and SNNP regions.
<b>Purpose</b>	To evaluate the effectiveness, efficiency, sustainability, impact and relevance of the FMOH/UNICEF-KOICA MNCH project in selected 4 intervention zones- Segen, Keffa and Bench Maji of SNNP and in Jimma of Oromia Regions.
<b>Location</b>	Addis Ababa with field visits in Oromia and SNNPR
<b>Duration</b>	August 15– December 31, 2018
<b>Reporting to</b>	Chief of Health, Health Specialist (MNCH cluster lead), Health Specialist (Child Health) and Planning Monitoring and Evaluations Specialist, Health section
<b>PCR, IR and Activity Type</b>	Health, Strengthening PHCU, end line evaluation <input type="checkbox"/> <input checked="" type="checkbox"/> Evaluation (an assessment of an on-going or completed project, programme or policy)

## 1. Background

Since 1997 four successive Health Sector Development Plans (HSDP) have been developed and implemented to execute key priority interventions envisioned in the national health policy. The government is currently implementing Health Sector Transformation Plan 2015 – 2020, with explicit goals and targets that directly and indirectly contribute to the survival and development of new-born and children. In addition, Ethiopia has led the development of the “New-born and Child Survival Strategy, 2016-20” in 2016 with a commitment to end preventable child death with the aim of bringing down the under-five mortality rate to less than 20/1,000 live births by 2035. The strategy plans to ensure universal coverage of quality high impact newborn and child health interventions along with meaningful community empowerment to create demand for the services.

There are programmatic strategies targeting child survival at health facility and community level in the country such as Integrated Management of Neonatal and Childhood Illness (IMNCI), ICCM, Community Based Newborn Care (CBNC), Newborn Corner Initiative, Neonatal Intensive Care Unit (NICU), Pediatric Referral Care, Nutrition Programme, Expanded Programme of Immunization, Prevention of Mother-to- Child Transmission of HIV (PMTCT) and Pediatric antiretroviral treatment (ART), Maternal Health Programmes, and Health Service Quality Improvement Programme in the country.

All the community based health interventions are conducted through Health Extension Program platform. Ethiopia’s flagship Health Extension Programme (HEP) is the platform for delivery of community based basic promotive, preventive and curative health services. After the successful implementation of ICCM through a government led coordination mechanism, FMOH endorsed the introduction of neonatal sepsis management into the Health Extension Programme (HEP).

In collaboration with the FMOH, RHB, Professional associations, NGOs, donors and academic institutions, the project aims to scale up Maternal and New-born care in 4 zones covering a total



population of 4 million, with financial support of 9 million USD from KOICA. The key interventions include: i) scale up proven high impact MNH interventions of CBNC, New-Born Corner(NBC), BEmONC, ii) Communication for Development(C4D) activity to increase service utilization and iii) strengthening national, regional and woreda level capacity to manage MNCH activities. This project is expected to contribute to the national scaling up of evidence interventions to improve maternal and new-born health at the community and health facilities.

The proposed project period covered 2015 – 2018 and the expected results are: 80% of pregnant women receive at least one antenatal care; 25% of all births take place in health facilities; 80% of new-borns initiate breastfeeding within one hour after birth; 75% of new-borns and mothers received PNC visits by HEWs within 72 hours ;50% of new-borns with infections receive effective treatment at health posts or/and health centres ;80% health centres has at least two trained staffs in basic Emergency Obstetric and New-born Care and Integrated Management of New-born and Childhood Illnesses respectively and 80% of health centres with a maternity what have a functional NBC.

To this effect, KOICA and UNICEF is supporting FMOH to evaluate the project using the UNICEF adopted OECD DAC criteria. A baseline survey was conducted in 2015. Similar survey will be undertaken now to compare the changes on key indicators of the project. For detailed information on the indicators, refer to the annexed log-frame of the project.

## 2. Rationale for the Research Activity/Justification

1. The KOICA project is a 9 million USD project with multiple components in various packages implemented in selected zones of Oromia and SNNP regions of Ethiopia. The project donors and UNICEF have agreed, at the initial of the project design, to conduct pre – post evaluation with an intention to systematically evaluate the contribution of the project to improving the health outcomes. Due to the nature of the project, there is a huge interest of understanding how it has influenced and strengthened the health system and capacity of various implementers, at all levels, towards improving the MNCH services. The finding will also support to documenting the lessons learnt at each stage in the project planning, implementation, monitoring as well as results achieved. Through documenting and sharing the lessons will help UNICEF, government, development and implementing partners to draw lessons and utilize the findings in future programming. This endeavour is in line with UNICEF ECO CPAP where evidence generation one of key mechanisms to build the system for evidence based planning and programming.
2. The overall objective will be to assess, draw lessons and document the relevance, effectiveness, efficiency, sustainability, and added value of the KOICA Community Based New Born care project in the improvement of the national maternal, neonatal care and child health. The specific objectives of the assessment include:
  1. To evaluate the extent to which targets and objectives are met as per the project document.
  2. To evaluate using the OECD evaluation criteria the relevance, effectiveness and efficiency, impact and sustainability of the project.



3. To learn the challenges of the implementation modality of the project and lessons learned.

3. This evaluation is already part of the IMEP 2017/015 under the title KOICA MNCH baseline survey reference 2017/015.

### 3. Owners of the research and use of the findings

The primary owners of the research will be FMOH (RHBS of Oromia SNNPR and health offices at decentralized levels of the project zones), UNICEF and other implementing partners who have been engaged during the implementation. The findings of the assessment will be used to primarily inform the national MNCH program in particular and the overall health system in general. The key success factors and weaknesses if any will also be openly shared to the global health community so that lessons learnt in Ethiopia will be utilized elsewhere in the world most importantly in nations of similar set up.

### 4. Scope of the Research Activity

The following areas will be the focus of the assessment:

1. Examining implementing strategy and priority interventions in view of the health system strengthening;
2. Results achieved in key MNCH indicators including the improvement in health seeking behaviour
3. Challenges, risks and mitigation measures put in place
4. Partnership among the major stakeholders and implementing partners that contributed to achieve results
5. Exit and sustainability strategies.

#### EVAUALUATION QUESTIONS

To address the overall and specific evaluation objectives, the following specific questions will be taken in to consideration.

#### RELEVANCE:

- To what extent were the objectives of the ESDE project fitting to the needs identified nationally at the time of the beginning of the project?
- To what extent were the inputs identified realistic, appropriate and adequate to achieve the results?

#### EFFECTIVENESS AND CONTRIBUTION:

- To what extent was KOICA project effective in delivering planned results?
- The extent to which the cause and effects linkages has been ensured between inputs and activities, and outputs, outcomes and impacts of the project intervention?
- How effective were the intervention modalities (training, equipping facilities, etc.) used in the implementation of the project?

The specific areas to be covered under effectiveness part are:



- Changes on utilization of Maternal, Newborn and Child Health (MNCH) services in the project intervention zones including utilization of treatment Newborns with sepsis cases at community level.
- Improvements on the process referral linkages of Maternal and New-born cases throughout the primary care unit.
- Assessing the changes in perceived quality, awareness, knowledge, demand of high impact MNCH services in the project intervention areas.
- Assessing improvements on availability current key essential MNCH drugs, supply and equipment (ICCM, CBNC, New-born corner, NICU, BEmONC )
- Improvements on availability and quality of services on key selected high impact MNCH services. (ANC, SBA, ICCM, CBNC, Newborn corner, NICU, BEmONC)
- Assessing the services utilization by different socio economic status and geographic locations.
- Identify critical, for any low performances, challenges regarding service utilization both from demand and supply side and compare with baseline finding.

#### **EFFICIENCY**

- How far do the actual or expected results (outputs and outcomes) justify the costs incurred?
- To what extent was coherent internally among project components/implementing partners' strategies and any significant overlap and duplication of project activities with other similar interventions funded nationally and /or by other donors which could otherwise result in unnecessary wastage of resources?
- What were the factors which contributed for the project efficiency?

#### **SUSTAINABILITY**

- What is the likelihood of sustainability of project output, outcomes and benefits after completion of the project?
- How effective are the mechanisms established to maintain equipment and services provision so that sustainable utilization for a reasonable period is ensured?
- What are the important issues that require attention in order to improve likelihood of sustainability of outcomes?
- To what extent are capacities strengthened at individual, institutional and system level?

#### **GENDER, EQUITY AND HUMANITARIAN PRINCIPLES**

- To what extent has the project contributed towards realization of gender equality
- To what extent does equity criteria was considered when UNICEF targeted its resources?
- To what extent is UNICEF perceived to be neutral in its humanitarian action by different stakeholders (e.g. affected communities, parties to the conflict, other humanitarian actors)?
- To what extent has UNICEF and its partners reached all groups in need vis-a-vis the available resources?

## **5. Methods**

A mix of quantitative and qualitative shall be used in this evaluation. The quantitative data will be collected at household and facility level using the appropriate sampling technique in a way the data is comparable with the baseline data. The qualitative methods should include but not limited to key informant interviews and focus group discussions from community, government and partners. Baseline data of the survey is available and should be utilized to assess the changes in key indicators



and determine the project contribution to the overall results to the project. The assessment shall also use review of existing documents for supporting its findings.

The findings should use not only outcome indicators but also process indicators to ascertain the association of the project contribution to the progress made by the project.

The geographical coverage of the study area are 4 intervention zones- Segen, Keffa and Bench maji of SNNP and in Jimma of Oromia Regions

Sample sizes should be computed in way the analysis allows generalization at the intervention zones and results are comparable to the baseline survey. The consulting firm should clearly indicate the most appropriate type of evaluation to be used to answer the evaluation questions.

Data should be collected by tablets using CSPro software or any compatible software and analysis through well recognized statistical analysis software (STATA, SPSS.) Baseline study report is available upon request from the consulting firm during the preparation of the proposal for the bid.

## 6. Specific Tasks with timeline

Tasks	Time
Inception report (with data collection tools)	3 weeks
Securing ethical clearance/permission from Oromia and SNNP	3 weeks
Training of data collectors completed	2 weeks
Data collection completed	4 weeks
First Draft Submitted	6 weeks
Final Report submitted cleaned raw databases (Quantitative and qualitative) should be submitted to UNICEF.	4 weeks
Present the data in dissemination workshop	1 week

## 7. Estimated duration of contract

September 1/ 2018-February 28/2019

## 8. Expected Deliverables

- Inception report
- Document proof of Ethical clearance and letter of support from Oromia and SNNPR
- Draft report and preliminary presentation. The research company will produce a comprehensive first report on the finding and analysis of the key variables).
- Final report. The report will be considered final upon approval of Steering Committee of the Evaluation (FMOH KOICKA and UNICEF).
- Submitting cleaned raw data along with final report submission. Submit the raw data with all clear description of data dictionary through virus free new and compatible external disk and half day orientation to UNICEF focal person.
- Conduct presentation of the study finding during dissemination workshop.
- Power point presentation of the report
- 4-page policy brief of the evaluation report
- Monthly progress report.



The consultant, after UNICEF endorsement of the inception report, should provide weekly update of the progress to study focal persons in UNICEF. UNICEF staff may conduct, at any time, supervision and checks at all stages of the study process. This includes during data collection training, data collection, cleaning and analysis of the report.

## Reporting and Supervisor

- The consulting firm should produce a brief report on the implementation of the evaluation to the Chief of Health, Health Specialist (MNCH cluster lead), Health Specialist (Child Health) and Planning Monitoring and Evaluations Specialist, Health section monthly. At each payment schedule, the consulting firm should produce a brief report on the progress of the evaluation.

## 9. Expected background and Experience

The evaluation will be conducted by a registered institution or a team of freelance consultants. It is proposed that the evaluation team consist of one or two international experts in undertaking similar evaluation teamed with a national research firm experienced in quantitative and qualitative household surveys. The team leader will have the responsibility for all negotiations, decisions, and deliverables. The technical work is to be divided between the team leader and the team members.

Therefore, bidders for this contract are expected to provide:

### One team leader:

- Extensive evaluation expertise and experience (at least 8 years) and a strong commitment to undertake the evaluation.
- Knowledge of institutional issues related to development programming (including funding, administration, the role of the UN system, partnerships, human rights and sustainable development issues)
- Familiarity with UNICEF programmes of intervention with a focus on programmes on host communities and refugees and their evaluation
- Team leadership and management, interpersonal/communication skills
- Excellent analytical and writing skills
- PHD in public health/medicine with a minimum of 10 years of work experience in public health research

### National Institution

- Strong evaluation expertise and experience (at least 5 years), including methodological and data collection skills;
- Demonstrated skill in conducting evaluations including cost analysis and household surveys in Ethiopia
- Team work and inter-personal communication.

All members of the team should be established experts in their respective fields and have an excellent knowledge of evaluation norms, standards and approaches. The team should at least have one statistician, one survey expert, 2 evaluation specialists, writer and editor.

The UNEG Norms and Standards and UNICEF's standard for evaluation will be applied during this evaluation.

The institution will be responsible for the administrative management of the evaluators taking part in field work. UNICEF will have no liabilities in terms of provision of transport or insurance.



Guidance for Institutional Contracts:

- The firms should provide evidence on experience & credibility of the institution in undertaking similar job for other national/international agencies.
- Should clearly mention State human resource of the institution including the CVs of their employees, in order for us to determine their professional competency.
- Should state accountability of institution in terms of deliverable and method of payment to institution.
- The institutional contractor must provide UNICEF with a Certificate of Incorporation/ documentation proving that they are a registered company or institution.

## 10. PIDB CODE

- Please select one of the following Generic Intervention Codes:
  - 60: Analysis, research, and studies
  - 61: Data, data bases, surveys and statistics
  - 63: Evaluations

## 11. General Conditions: Procedures and Logistics

- The consultant will not be provided lodging and/or meals.
- The consultant will not work from UNICEF office, remote location, or a combination.
- Consultants are not entitled to DSA.
- The consultants should provide his/her own materials, i.e. computer, office supplies, etc.
- The consultants are not authorized to have access to UNICEF transport.
- Consultants will be paid only upon submission of deliverables
- Flight costs will not be covered by UNICEF.

## 12. Policy both parties should be aware of:

- Under the consultancy agreements, a month is defined as 21 working days, and fees are prorated accordingly. Consultants are not paid for weekends or public holidays.
- Consultants are not entitled to payment of overtime. All remuneration must be within the contract agreement.
- No contract may commence unless the contract is signed by both UNICEF and the consultant or Contractor.
- For international consultants outside the duty station, signed contracts must be sent by fax or email. Signed contract copy or written agreement must be received by the office **before Travel Authorisation is issued.**
- No consultant may travel without a signed travel authorization prior to the commencement of the journey to the duty station.
- Unless authorized, UNICEF will buy the tickets of the consultant. In exceptional cases, the consultant may be authorized to buy their travel tickets and shall be reimbursed at the “most economical and direct route” but this must be agreed to beforehand.
- Consultants will not have supervisory responsibilities or authority on UNICEF budget.
- Consultant will be required to sign the Health statement for consultants/Individual contractor prior to taking up the assignment, and to document that they have appropriate health insurance, including Medical Evacuation.
- The Form 'Designation, change or revocation of beneficiary' must be completed by the consultant upon arrival, at the HR Section.
- \*\*\*\* Please consult with HR on entitlements as many are set by UNICEF rules.



### 13. Intellectual property rights

All intellectual property rights in the work to be performed under this agreement shall be vested in the (FMOH, UNICEF and KOICA), including without limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. The FMOH, UNICEF and KOICA hereby grants to the Recipient Organization a non-exclusive royalty-free license to use, publish, translate and distribute, privately or publicly, any item or part of the work to be performed under this Agreement for non-commercial purposes upon formal approval of UNICEF. Neither the Recipient Organization nor its personnel shall communicate to any other person or entity any confidential information made known to it by FMOH, UNICEF and KOICA during the performance of its obligations under the terms of this Agreement nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.

The core reports will be issued by the steering committee for the research noting in the acknowledgements sections institutions and persons who have made major contributions to their authorship. Further analysis of data collected in the evaluation will first appear as (enter name of reports the research steering committee will issue). Once the official report is cleared consultants will be free to work further on those papers for publication in peer reviewed journals upon approval by FMOH, UNICEF and KOICA. Consultants will provide the steering committee members with raw data, corrected/verified data once cleaned and programming files that permit replication of results from core evaluation reports.

Data collected for the research is the property of the FMOH, UNICEF and KOICA. Master versions of the data, coding protocols and programming code permitting replication of results of core evaluation reports will be kept by the programme. Copies of the data will be distributed to researchers with the permission of the evaluation steering committee with a view to helping to disseminate learning derived from the data sets.



## Annex

### Outline of the report

#### 1. Title Page

#### 2. Executive Summary

*Description of program/project; Evaluation questions and purpose of the evaluation; Brief description of methods and analytical strategy (if appropriate); Summary of main findings; Implications of findings; Recommendations, if appropriate.*

#### 3. Table of Contents and Other Sections That Preface the Report

*Table of contents contains at least all first and second level headers in the reports; Titles and page numbers are accurate; Lists of tables, figures, and appendices are included, if appropriate; List of acronyms or abbreviations is included, if appropriate; Acknowledgments section references sponsors, data collectors, informants, contributors to the report, research assistants, reviewers of the report, etc.*

#### 4. Introduction and Background

*Purpose of evaluation and evaluation questions, if not covered in the methodology section; Description of the program/project or phenomenon being evaluated (including goals and historical context, if appropriate); Identification of target population for the program and relevant audiences and stakeholders for the evaluation; Review of related research; Overview and description of report structure.*

#### 5. Methodology

*Purpose of evaluation and evaluation questions, if not covered in the introduction; Evaluation approach or model being used, as well as rationale for the approach or model; Design of the evaluation, including sample sizes and timing of data collection; Methods of data collection, including description of data collection instruments; Sources of information and data; Limitations of the evaluation (e.g., limitations related to methods, data sources, potential sources of bias, etc.).*

#### 6. Results Chapters

*Details of the evaluation findings are clearly and logically described; Charts, tables, and graphs are understandable and appropriately and consistently labelled; Discussion of evaluation findings is objective and includes both negative and positive findings; All evaluation questions are addressed or an explanation is included for questions that could not be answered; Findings are adequately justified.*

#### 7. Summary, Conclusion, and Recommendations

*Summaries of findings are included in each chapter or altogether in a summary chapter; Discussion and interpretation of findings are included; Summary and conclusion fairly reflect the findings; Judgments about the program that cover merit and worth are included; If appropriate, recommendations are included and are based on findings in the report.*

#### 8. References and Appendices

*A suitable style or format is used consistently for all references; References are free of errors; References cover all in-text citations; All appendices referenced in the text are included in the appendix section, in the order they are referenced; Data and information in the appendices are clearly presented and explained.*



**Annex II Logical Framework**

Project Name	CBNC in 5 zones of Ethiopia
Goal	<p>Goal: The overall goal of the project is to contribute to the reduction of child deaths.</p> <p>This proposal aims to contribute to scaling up evidence-based interventions to improve maternal and newborn care services at community and health facilities between 2015 and 2018</p>
Outcomes	<ol style="list-style-type: none"> <li>1. Four zones and 53 woredas have improved capacity in planning and implementing maternal, newborn and child health services</li> <li>2. About 1 120 Health Extension Workers are trained and supported to provide effective case management of infections among newborns and children under five years of age</li> <li>3. An estimated 300 health centres supported to provide improved maternal, newborn and child health services</li> </ol>





unicef | for every child | Government of Ethiopia

Level of Indicator	Indicator	Key Outputs and Measure of Success	Means of Verification or Measurement	Baseline	Target		
Impact	Impact	Estimated reduction in neonatal mortality at end of programme	Develop estimate using LiST Tool (specify area/population)				
		Proportion of women aged 15-49 with a live birth who received antenatal care by a skilled health provider at least four times during pregnancy	HH survey	18%	30%		
Outcome indicators	Case Identification	Proportion of births attended by HEWs	HMIS				
			Supervisory reports	18%	25%		
		Proportion of births attended by HWs	HH survey				
			HMIS				
			Supervisory reports	14%	30%		
		% of births take place in health facilities	HH survey				
			HH survey	10%	30%		
		Percentage of newborns protected at birth against neonatal tetanus	Treatment ratio	Proportion of neonatal sepsis cases who received <u>treatment</u> at HP	HH survey	66%	80%
					Supervision reports	0	30%
		Proportion of neonatal sepsis cases who received <u>treatment</u> at HC	Treatment ratio	Proportion of neonatal sepsis cases who received <u>treatment</u> at HC	Supervision reports	0	30%
Supervision reports	0				30%		





unicef for every child Government of Ethiopia

Case Identification		Proportion of pregnant women who received at least one ANC	HMIS		80%
Case Identification	HH survey		56%	80%	
Case Identification	Supervisory reports				
ENC practices	Proportion newborns who received PNC visits by HEWs within 72 hours		Supervisory reports	<1%	50%
ENC practices	Percentage of newborns initiated breast feeding within one hour of birth		HH survey	53%	80%
ENC practices	Proportion of newborn who have received thermal care		HH survey	23%	50%
Training	Proportion of HC staff trained in CBNC (including CBNC supervision)		Training reports	0	
Training	Proportion of HEW trained in CBNC		Training reports	0	
Training	# of health workers trained in emergency obstetric care		Training reports	0	
Training	# of health workers trained in IMNCI		Training reports	0	
Training	# of health centres with a newborn corner in the maternity ward		Supervisory reports		
Training	Proportion of health centres with at least two health workers trained in basic emergency obstetric and newborn care		Supervision reports	15%	80%
Supervision and clinical mentoring	Proportion of trained HEWs received who attended PRCMM		PRCMM report	0	25%
	Proportion of HEWs who received at least one supervisory contact on CBNC in the prior three months during which registers and/or reports were reviewed		HMIS	0	60%
			Supervisory reports		

Output indicators





unicef | for every child Government of Ethiopia

Activity /Input Indicators	Medicine availability	Proportion of trained HEW who received at least one post training follow-up	Supervisory reports	0	90%
		Essential stock and supply list Developed		Yes	In first year
	Quality of CBNC	Proportion of HPs with CBNC medicines (Gentamicin injection and Amoxicillin) in stock during the last visit	Supervision reports	0	95%
		Proportion of sick newborns who are correctly assessed for very severe disease	Supervision reports		80%
		Proportion of sick newborns who are correctly classified for very severe disease	Supervision reports		80%
		Proportion of sick newborns who are correctly treated for very severe disease	Supervision reports		80%
	CBNC policy	CBNC is incorporated into national MNCH policy/guideline(s) to allow HEWs to give:	MOH policy, strategy or guideline document produced	0	Yes
		● Gentamycin injection			
		● Amoxicillin for neonatal sepsis			
	Monitoring and evaluation-CBNC in HMIS	Evaluation of the programme completed and shared with the FMOH and key stakeholders	Copy of report	NA	In final year
One or more CBNC indicators incorporated into HMIS					
NN sepsis treated LBW treated		HMIS	No	Yes	



## ANNEX- C

### EVALUATION CRITERIA Of TECHNICAL PROPOSAL

CATEGORY	MAX. POINTS
<b>1. Adequacy for the proposed methodology and work plan</b> <ul style="list-style-type: none"><li>• Technical Approach and Methodology;</li><li>• Work Plan/Schedule;</li><li>• Organization and staffing;</li><li>• Quality of the proposed approach and methodology; especially participatory approach</li><li>• Quality of proposed implementation plan, i.e how the bidder will undertake each task, and time-schedules;</li></ul>	(35)
<b>2. Firm's previous experience with similar assignments</b> <ul style="list-style-type: none"><li>• Level of expertise in conducting quantitative and qualitative surveys and project evaluations including research experience using mixed methods</li><li>• Experience in evaluation of household and facility survey on maternal, newborn and child health services</li><li>• Knowledge of strategies and programmes on Ethiopian health system structure, MNCH strategies, iCCM/ CBNC programs and health extension program</li></ul>	(25)
<b>3. PROPOSED TEAM and ORGANISATIONAL CAPACITY</b> <ul style="list-style-type: none"><li>• Qualifications in public health/epidemiology, child, and maternal health;</li><li>• Knowledge and experience in maternal, newborn and child health and related programmes such as BEmoNC, CBNC/iCCM, IMNCI and HEP</li><li>• Professional expertise, knowledge and experience with similar projects, contracts, clients and consulting assignments</li></ul>	(20)
<b>TOTAL MARKS FOR TECHNICAL COMPONENT</b>	<b>80<sup>1</sup></b>
<b>4. FINANCIAL PROPOSAL - PRICE</b> Full points are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.	<b>20<sup>2</sup></b>
<b>TOTAL MARKS</b>	<b>100</b>

<sup>1</sup> For this RFP, the **Technical Proposal** has a total weighting of [80%]. Bidders must score a minimum of 56 points to be considered technically compliant and in order for the Financial Proposals to be opened

<sup>2</sup> For this RFP, the **Financial Proposal** has a total weighting of [20%].



## ANNEX-D

### **TECHNICAL PROPOSAL - CONTENT & FORMAT**

**Please note that the format presented in Annex B is a guiding format. Bidders are allowed to use their own format during proposal preparation and are not limited to with this format.**

#### **The Technical Proposal**

The technical proposal of the bidders should contain the following minimum information.

The Technical proposal comprises of four (4) key components background, technical approach, methodology and business plan /work plan and economic capacity. Bidders are urged to present their proposals using the suggested subtitles. UNICEF welcomes new ideas and innovative approaches therefore Bidders are also free to provide, any other information that they deem fit and relevant in support of their bid or solution.

#### **1. Background**

##### **1.1 Contractor's company/firm**

In this section the contractor should highlight about their company, how it is organised (organisation structure), its capability and a brief about its key personnel.

##### **1.2 Contractor's Experience**

a) In this section, list maximum 10 names of the clients for whom the contractor has undertaken similar assignments along with the name of the contact person and contact details of its clients.

b) Out of the above list, provide information of 3-5 assignments for which your company and your company's personnel were legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. You can either use the format specified in **Annex-C** or provide all the information in your own format with accompanying CD for sample work.

#### **2. Description of the Approach, Methodology and Work Plan**

##### **2.1 Technical Approach and Methodology.**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

##### **2.2 Quality Assurance.**

The proposal should include the bidder's plan or program for the systematic monitoring and evaluation of the various aspects of the project to ensure that standards of quality are being met.

#### **3. Business Plan or Work plan**

##### **3.1 Business Plan or Work plan**



In this chapter the bidder produce a comprehensive Business Plan /Work plan to deliver the overall requirement (ToR). This will include the main activities of the assignment, their content and duration, phasing and interrelations, milestones, key performance indicators (including interim approvals by the Client), and a list of deliverables (reports, drawings, activities) with the estimated delivery dates.

The proposed business plan or work plan should be consistent with the technical approach and methodology, showing understanding of the ToR. This should also be inclusive of the level of effort for each team member and explicitly lay out staff input throughout various stages/components.

The plan MUST identify and present specific steps, components activities in a chronological manner ensuring that quantity is presented clearly, and MUST have attached, a flow chart/ Critical Path Analysis/, Activity Plans etc.

### **3.2 Organization and staffing of the team for this assignment.**

In this chapter you should propose the structure and composition of your team which will be deployed for this assignment. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staff along with their curriculum vitae (CVs). It is desirable that the majority of the key professional staff are permanent employees of the bidder or have an extended and stable working relationship with the bidder. You should also list all the main equipment to be used in the production and post production stages of an assignment located in your organization.

Team composition and tasks assigned. Please provide the details as per the following:

<b>Name of Expert</b>	<b>Area of expertise / Qualification</b>	<b>Position Assigned</b>	<b>No. of days of Input</b>	<b>Firm</b>	<b>Task Assigned</b>

### **4. Economic and Financial Capacity**

Bidders must also provide proof of their economic and financial capacity by enclosing with their bid the one or more of the following documents:-

- i) Appropriate statements from banks;
- ii) Most recent audited financial statement;
- iii) Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed;
- iv) A statement of overall turnover concerning the services covered by the contract during the last three financial years.

*The Technical Proposal should not contain any price / cost information*



## ANNEX-E

### CONTRACTOR'S EXPERIENCE – FORMAT

Please note that the format presented in Annex E is a guiding format. Bidders are allowed to use their own format during proposal preparation and are not limited to with this format.

Assignment name:	Country: Location within country:
Name of Client:	Address:
Duration of assignment (months): Start date (month/year): Completion date (month/year):	Total N° of staff-months of the assignment:
Approx. value of the contract (in current US\$):	Approx. value of the services provided by your firm under the contract (in current US\$):
Name of associated Contractors, if any:	N° of professional staff-months provided by associated Contractors:
Name of associated Contractors, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader etc):
Narrative description of Project:	
Online link to the assignment (if available) :	
Description of actual services provided by your staff within the assignment:	



## ANNEX-F

### CHECK LIST

#### Checklist for submission of proposals

- Bid form filled in and signed
- Envelope for technical proposal
  - Technical proposal
  - Technical proposal does not contain prices
  - Envelope is sealed
  - Envelope is marked as follows:  
Name of company, RFP number - technical proposal
- Envelope for price proposal
  - Price proposal
  - Envelope is sealed
  - Envelope is marked as follows:  
Name of company, RFP number - price proposal
- 1 outer enveloped
  - Containing  bid form,  envelope for technical proposal, and  envelope for price proposal
  - Envelope is sealed
  - Envelope is marked as follows

Name of company

RFP number

UNICEF XXX

Address