REQUEST FOR PROPOSAL
LRFP/LBR/9113367 17 July 2014

UNITED NATIONS CHILDREN’S FUND (UNICEF)
wishes to procure services for
Final Evaluation of the Pilot Social Cash Transfer Scheme in Bomi and
Maryland Counties in Liberia

SEALED OFFERS SHOULD BE SENT TO:
UNICEF
Attention: Bid Opening Unit

UNICEF Liberia Office at Bright’s Apartments, Sekou Toure Avenue, Mamba
Point, Monrovia, Liberia; or in soft copies (size of email and attachment
should be less than 5M) to the following email: lbr.bids@unicef.org

IMPORTANT – ESSENTIAL INFORMATION

The reference LRFP/LBR/9113367 must be shown on your offer.

THE PROPOSAL FORM MUST BE USED WHEN REPLYING TO
THIS INVITATION. FAILURE TO SUBMIT YOUR BID IN THE
ATTACHED PROPOSAL FORM, OR FAILURE TO COMPLETE THE
DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION.

Offers MUST be received by latest 12:00hrs Liberia local time on
07/08/2014. Proposals received after the stipulated date and time will be
invalidated.

Hard copy proposals must be submitted in duplicate, in a securely sealed
envelope in accordance with the Instructions to Bidders attached to this
RFP.
THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By: Henson King
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: hking@unicef.org

Verified By: Devika Kapur
Supply Specialist
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: dkapur@unicef.org
PROPOSAL FORM

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

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFP shall contain UNICEF’s General Terms and Conditions (as attached) together with specific terms and conditions as detailed herein.

INFORMATION
Any request for information concerning this invitation, must be forwarded in writing by email or by fax, to the person who prepared this document, with specific reference to the RFP number.

DECLARATION
The undersigned, having read the Terms and Conditions of LRFP/LBR/9113367 set out in the attached document, hereby offers to supply the goods/services specified in the schedule at the price or prices quoted, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the document.

Name of authorized representative:______________________________

Title:_______________________________________________________

Signature:__________________________________________________

Date:_______________________________________________________

Supplier Name:______________________________________________

Postal Address:______________________________________________

Telephone No.:______________________________________________

Fax No.:_____________________________________________________

Email Address:_______________________________________________

Validity of Offer (not less than 90 days):___________________________

Currency of Offer:___________________________________________
# PROPOSAL FORM – RESPONSE FORMAT

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| 1.  | Overall Response  
|     | - Comment to demonstrate comprehension of the Terms of Reference/scope of work  
|     | - Advise as to delivery schedules |
| 2.  | Division of Responsibility between UNICEF and Contractor  
|     | - Advise as to project team  
|     | - Provide profiles, resumes and experience of staff (lead consultant and other identified staff who will be involved in the evaluation)  
|     | - Roles, responsibilities and reporting lines |
| 3.  | Project Methodology  
|     | Provide details of the suggested management approach to the project, including:  
|     | - Quality of technical submission  
|     | - Proposed approach, design, techniques, synthesis and reporting.  
|     | - Description of the approach to quality control  
|     | - Description of the approach to time management  
|     | - Progress report schedule and status reviews with UNICEF |
| 4.  | Bidder’s Corporate Profile  
|     | Submit Corporate Brochures |
| 5.  | Experience and Expertise  
|     | - Demonstrated Experience in undertaking similar tasks in the sector, country, region  
|     | - Provision of at least 3 references from clients for whom the bidder has carried out similar work  
|     | - High level statistical analysis capacity  
|     | - Knowledge of Liberian context  
|     | - Samples of previous similar works |

Note that technical submissions should not exceed 50 pages including CVs of nominated personnel, corporate information / experience and all other components as listed above.
TERMS OF REFERENCE

<table>
<thead>
<tr>
<th>Title</th>
<th>Final Evaluation of the Pilot Social Cash Transfer Scheme in Bomi and Maryland Counties in Liberia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose</td>
<td>To assess the relevance, sustainability, effectiveness, efficiency and impact of the pilot social cash transfer scheme in Bomi and Maryland Counties, with a particular emphasis on child well-being indicators including nutrition, utilisation of health services, education, and family poverty status.</td>
</tr>
<tr>
<td>Location</td>
<td>Monrovia, Bomi, and Maryland Counties. Depending on study design, selected areas in neighbouring counties may be included.</td>
</tr>
<tr>
<td>Duration</td>
<td>6 months</td>
</tr>
<tr>
<td>Start and End Date</td>
<td>1 September 2014 – 28 February 2015</td>
</tr>
<tr>
<td>Reporting to</td>
<td>M&amp;E Specialist</td>
</tr>
<tr>
<td>Budget Code/PBA No</td>
<td>SC110610/ GS140006</td>
</tr>
<tr>
<td>Project and activity codes</td>
<td>Child Protection 2014 AWP Output 5.3 Activity 5.3.3</td>
</tr>
</tbody>
</table>

Definition of Concepts

Cash in Transit: Cash transferred and distributed on-site physically.

Cost Effective Analysis: Measures the cost of achieving intended programme outcomes and impacts, and can compare the costs of alternative ways of producing the same or similar benefits.

Educational bonus: An incentive provided in the programme for every school going child enrolled in school.

Effectiveness: Relates to how well outputs are converted to outcomes and impacts (e.g. reduction in food insecurity, reduction in school drop-out, increased use of health services, asset accumulation by the poor, increased smallholder productivity etc).

Equity: For UNICEF equity means that all children have an opportunity to survive, develop, and reach their full potential without discrimination, bias or favoritism. This means that pro-equity interventions should prioritise...
worst off groups with the aim of achieving universal rights for all children.

Gender Equality
Refers to the equal rights, responsibilities and opportunities of women and men, girls and boys. It implies that the interests, needs and priorities of both women and men are taken into consideration, recognizing the diversity of different groups of women and men.

Impact
Intended and unintended effects, attribution, and overall long term achievements. In this context of this evaluation, impact will refer to effects and long term achievements attributed to the programme in the areas of food security, education, health and health-seeking behaviour, asset ownership, housing quality, household expenditures, and the well-being of household members.

Labour constrained households:
A household is labour constrained when a household has no able bodied household member in the age group 19 to 64, who is fit for work (e.g. elderly and child headed), or when one household member in the age group 19 to 64 years, who is fit for work, has to care for 3 or more dependents (household members that are under 19 years of age or over 64 or are unfit for work because they are chronically sick, or disabled or handicapped or are still schooling)

Mobile Money
Cash transferred through a mobile phone transfer facility

Scalability
The ability/ capability of the social cash transfer pilot to be expanded to national scale. This includes the simplicity of the design, the feasibility of the cost, and the extent to which the pilot has built capacity, influenced policy and generated political will.

Triple F crisis
Food, Finance and Fuel crisis of 2008

Ultra-poor Households
This means that they are the poorest of the poor and are not able to meet their most urgent basic needs (they take only one or no meal per day, not able to purchase essential non-food items like soap, clothing, school
Background and Justification of the Evaluation
Country Context

Liberia is a fragile state, recovering from the widespread destruction of the 14 year civil war. The country situation is characterised by pervasive poverty with 48%\(^1\) of the country living in extreme poverty. Liberia’s dire situation is reflected in the country’s widespread food insecurity. The Comprehensive Food Security and Nutrition Survey (CFSNS, 2013) indicates that 18% of the Liberian population is food insecure. Nationally almost half (48%) of Liberians said they had experienced a shock in the last seven days that had hindered their ability to access food. The CFSNS also noted that food insecurity and poverty were highly correlated in Liberia with a third (34%) of the poorest households (i.e. those in the lowest two wealth quintiles) being food insecure and a further 37% being highly vulnerable to food insecurity. For many families at the bottom of the income distribution spectrum, persistent poverty makes it very difficult to sustain child-focused investments such as health, education, and nutrition. When crises hit, families are often forced to adopt dangerous coping strategies – including increased child labour, restricted food consumption, and commercial sexual activity – that have a range of adverse impacts on children, especially girls.

Against a backdrop of this deep structural poverty, and in response to the Triple ‘F’ crisis (Food, Finance, and Fuel) of 2008, the Government of Liberia, in partnership with UNICEF, developed a pilot Social Cash Transfer Scheme in Bomi County. The first cash transfers were made to a small group of families in November 2009 and the programme formally launched in February 2010 initially under the Ministry of Health and Social Welfare and was later transferred to the Ministry of Gender and Development for logistical and capacity reasons. An external mid-term evaluation was conducted by Boston University in the latter part of 2011. In 2012, the programme was expanded to Maryland County. The two counties were selected based on the 2008 Comprehensive Food Security and Nutrition Survey (CFSNS) which ranked them as the most food insecure counties. The pilot currently covers 18 communities in Bomi and 34 communities Maryland Counties. The population of the pilot area is 242,302 people living in 47,510 households. The pilot is currently providing transfers to 3,813 households (8% of all households in the pilot area).

Programme Objectives

The overall objective of the programme is to contribute to poverty reduction and improvement in the well-being and food security of Liberians.

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Specifically, the programme will reduce vulnerability among ultra-poor, labour-constrained households.

Summary of Previous Evaluations

In mid-2011, the Government of Liberia and UNICEF commissioned the Center for Global Health and Development (CGHD) at Boston University to conduct an independent external evaluation of the Bomi SCT Programme. The study used a combination of quantitative and qualitative methods with two key objectives. The first objective was to examine the differences between cash transfer recipients (intervention) and non-recipients (comparison), in the areas of food security, education, health and health-seeking behavior, asset ownership, housing quality, household expenditures, and the well-being of household members. The second objective was to assess the programme’s targeting processes and procedures to ensure fairness and transparency. The comparison group in the study was made up of households that met the poverty criteria but were not labour constrained, and thus provided an approximate counterfactual to the intervention group.

CGHD personnel conducted over two hundred household interviews to gain quantitative data on the programme’s impact as well as interviews and group discussions with dozens of cash transfer recipients and non-recipients to gain a qualitative perspective on the programme’s effects. Such assessments included interviews with household heads, group discussions with children, group discussions with community members and key informant interviews with religious leaders and other community leaders from the fields of education, health, agriculture, and business.

The study found compelling evidence that the SCT programme improved the food security, health, education and economic conditions of participating households. Cash transfer programme households reported improved food intake and larger food stores that lasted longer. When faced with illnesses they were more likely than in previous years to seek healthcare for all members of the family, especially children. School attendance improved and 66% of children had improved school marks. Participating households also generally reported improved economic statuses. Indeed, two-thirds of the heads of programme households reported satisfaction with their quality of life, compared to just 20% of a comparison population. The study also found evidence of multiplier effects that enable the benefits of the SCT programme to reach beyond the immediate beneficiaries to the community at large.

Description of Existing Monitoring Data

The programme has a monitoring system which allows collection of routine data on number of households receiving cash, structure of beneficiary households by the status of the head of household, size of beneficiary households, and number of children accessing educational bonus

Quarterly monitoring data provides data on the following areas
- Demographic characteristics of household members
- Number of beneficiaries picking up cash on a bi-monthly basis
- Cost of transfers on a bi-monthly basis
- Number of households benefitting from educational bonus
- Use of Cash transfers by beneficiary households

Justification and Rationale of the Evaluation

The Social Cash Transfer pilot was scheduled to be completed by May 15, 2014. However due to the late startup of the programme, a no-cost extension was requested to take the programme to December 31, 2014. This evaluation comes at the end of the pilot and will be a follow up to the mid-term evaluation conducted by Boston University in 2011. It will provide evidence of changes that have occurred since the previous mid-term evaluation and will help inform programme scale up plans.

Evaluation objectives

As this evaluation is a follow up to the mid-term evaluation, it will focus on the objectives of the mid-term evaluation but will also cover additional aspects. The evaluation will fulfill the following four objectives:

a) Examine the differences between cash transfer recipients (intervention) and non-recipients (comparison), in the areas of food security, education, health and health-seeking behavior, asset ownership, housing quality, household expenditures, and the well-being of household members.

b) Assess the programme’s targeting processes and procedures to ensure fairness and transparency

c) Examine the extent to which the programme has contributed to equity and gender equality

d) Assess the programme’s scalability going forward

Scope of Work

The evaluation will cover the two targeted counties of Bomi and Maryland for the period up to December 2014. In Bomi the programme was implemented from 2009, while in Maryland, it was launched in June 2012.

The evaluation will examine the programme design features and conduct a thorough assessment of the efficacy of the programming options. Specifically it will:
• Gather a broad view and perspectives on good practices, lessons learned, operational opportunities and constraints in the transfer of cash, and consideration of programme design factors (including unit and operational costs) linked to scaling up.
• Document the impact of the cash transfer on the well-being for children and families as well as the impact on the local economy and communities.
• Assess the scalability of the programme taking into account the simplicity of the design, the feasibility of the cost, and the extent to which the pilot has built capacity, influenced policy and generated political will.

Look at a range of household types with different demographic and poverty characteristics and specifically identify:
• The programme’s effect on gender equality and equity
• Other sources of support, income, or services that have been made available to participants during the programme period.
• Any external shocks that may have negatively impacted participating households during the programme period.

Key Evaluation Questions

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Questions</th>
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<tbody>
<tr>
<td>Efficiency</td>
<td>Did the programme achieve intended outcomes and impacts, on the lowest possible cost</td>
</tr>
<tr>
<td></td>
<td>To what extent can it be compared to the costs of alternative ways of producing the same or similar benefits</td>
</tr>
<tr>
<td>Effectiveness</td>
<td>Did the programme deliver achieve its planned objectives?</td>
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<tr>
<td></td>
<td>How effective were the major functions (targeting, payments)?</td>
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<tr>
<td>Scalability</td>
<td>To what extent, is the programme feasible for scaled up</td>
</tr>
<tr>
<td></td>
<td>Has the programme influenced policy and development agenda?</td>
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<td></td>
<td>Has the programme generated enough political will?</td>
</tr>
<tr>
<td>Impact</td>
<td>What intended and unintended effects and long term achievements has the programme had in areas of food security, education, health and health-seeking behavior, asset ownership, housing quality, household expenditures, and the well-being of household members</td>
</tr>
<tr>
<td>Gender &amp; Equity</td>
<td>To what extent has the programme contributed to equity and gender equality</td>
</tr>
</tbody>
</table>
constrained criterion, but with incomes just above the threshold for participation or met the poverty criterion but were not labour constrained

Mix methods including quantitative and qualitative methods that mirror the mid-term evaluation:

a) Quantitative methods: quasi experimental design with comparison of households, and intervention of households. Describe what constitutes a comparison households and what constitutes an interventions households; describe how the comparison households will be selected; secondary analysis of existing data, monitoring and relevant surveys data...; financial data analysis and reviews...

b) Sampling of households will follow the lines of the mid-term evaluation which identified intervention households (ultra-poor, labor constrained), and comparison households (ultra-poor, labor available) to allow comparison, and should be representative

c) Qualitative methods: in-depth interviews, focus groups, observations, review of existing documents

d) Triangulation of various methodologies will be used

e) The evaluation should also draw comparison with the midterm evaluation

Limitations of the Evaluation

- The methodology has a limitation in that the choice of the households for comparison will be based on only one criterion (either labour constraint or ultra-poverty), while the intervention itself took into account two criteria (both labour constraint and ultra-poverty).
- Due to budgetary limitations, the evaluation, will not undertake a comprehensive nutrition screening of children to determine, for example, the stunting. The evaluation will focus more on access to food and food intake at household level
- Also due to limited funding the evaluation will not undertake a full cost efficiency analysis of the programme. Analysis will be restricted to cost-effectiveness.

Ethical consideration

The evaluation will need to take into account the following ethical considerations:

- Given the sensitive nature of the enquiry, and the focus on particularly vulnerable and marginalised groups, efforts should be made to ensure respondents are fully aware of the risks and benefits involved in participating in the study and confidentiality and anonymity should be maintained.
- Informed oral consent should be taken and recorded and all study participants should be informed about the objectives of the study and the issues and questions to be covered during the interview/discussion.
- Respondents should be informed of their right to refuse to participate and their right to withdraw at any time during the interview.
A safe space and an appropriate time should be identified for interview to ensure confidentiality and minimal disruption to the lives of respondents. 
In the report writing, quotations and opinions should be made anonymous.

**Intended Use and Potential Users**

The evaluation will provide critical information on the programme’s impact, effectiveness and scalability to enable the Government of Liberia in its plans to scale up the programme. The findings of the study will also be used for advocacy for continued donor support for the social protection in Liberia. The potential users of the evaluation shall therefore be, Government line Ministries, UNICEF and other UN agencies, the European Union and other donor partners.

**Specific Tasks**

The contracted institution, under the guidance of its evaluation coordinator, will:

- Develop a full protocol, describing background, objectives methodology (quantitative, qualitative methods, sampling approaches, comparison groups selections), data collection tools, limitations, data analysis plan, plan for field work, and detailed budget
- Use the findings from the Boston University mid-term evaluation of the pilot SCT, and knowledge gained in other programme evaluations to, in consultation with UNICEF Child Protection, M&E staff and key government stakeholders, develop a methodology for study design, data collection, and analysis (elements will include deciding on research approach; developing instruments for data collection, and defining a plan to identify appropriate control and treatment groups);
- Liaise with appropriate government officials to obtain all available and necessary statistical data on relevant populations;
- Identify, hire and train any necessary enumerators for collecting data;
- Pre-test and finalise survey tools;
- Conduct field work for data collection;
- Interview other key informants as necessary;
- Analyse primary and secondary data, present preliminary report to UNICEF and government stakeholders, and revise using feedback from the stakeholder presentation;
- Submit final report by 28 February 2015

**Expected Deliverables/outputs**

The consultant will deliver the following:

- Full protocol, describing background, objectives methodology (quantitative, qualitative methods, sampling approaches, comparison groups selections), data collection tools, limitations, data analysis plan, plan for field work,
- Pre-testing and refinement of data collection tools
- Data collection
- Data analysis plan and draft report identifying major findings (by end of third month);
- Data set from cleaned data collected for the evaluation.
- Power-point presentation of major findings and draft report for verification and validation with key stakeholders and the National Social Protection Steering Committee (by end of the third month);
- Final report containing evaluation results and conclusions and incorporating comments from the review by stakeholders, and an executive summary no more than 3-5 pages. The overall report excluding appendixes should surpass 45-50 pages (by doing so encourage evaluators to concise and precise)

Governance and Management

The consultant will report to M&E Specialist in close liaison with the Social Protection Specialist, Chief of Child Protection, and Deputy Representative at UNICEF Liberia, as well as UNICEF Regional M&E Advisor. The consultant will also work in consultation with the Government of Liberia through the Ministry of Gender and Development.

A steering committee composed of the various stakeholders (UNICEF, EU, Ministry of Gender and Development, and Ministry of Planning and Economic Affairs) will be established to validate the products under the leadership of the Ministry of Gender and Development. This committee will meet a regular basis to assess progress.

Expected background and Experience

Specific competencies, qualifications and experience required of the contracted institution:

Key personnel will have:
- At least a Master’s degree in international development, economics, public policy, public health or related social science fields;
- Extensive experience in conducting programme evaluations, research, analysis and report writing working with national counterparts;
- Proven experience conducting impact assessments of cash transfer programmes, with African experience strongly preferred;
- Experience in working in a multi-cultural environment, especially with government ministries in a capacity strengthening manner;
- Experience in conducting evaluations with a specific focus on children and gender issues;
- Experience working in a post conflict country with limited data sources;
- Fluency in spoken and written English

General Conditions: Procedures and Logistics
- All underlying data collected as a result of this contract are the property of the Government of Liberia and UNICEF. With the Government of Liberia’s prior written approval of the study design and parameters, the consultant may use data for academic, non-commercial publication only. Under no circumstances shall such publication include individually-identifiable information about programme beneficiaries. All publications produced as a result of this contract will be the exclusive property of Government of Liberia and UNICEF.
- The evaluation fee will be paid according to the following schedule:
  o 20% upon submission of inception report and timeframe
  o 30% upon submission the final tools and questionnaires
  o 30% upon submission of the draft report
  o 20% upon submission of and UNICEF/GOL acceptance of the final report
- UNICEF will provide to the contracted institution support deemed necessary to carry out the duties outlined above, including but not limited to all background documents on the programme and access to UNICEF staff and key stakeholders for substantive consultation.
- Costs and arrangement for accommodation, visa, transport, and daily subsistence for staff from the contracted institution shall be borne by the institution and should be outlined in the proposed budget. These costs should not exceed internal UNICEF rates.
- After the contract is initiated, the contracted institution may, within reason and with the prior written approval of UNICEF, adjust line items within the proposed and approved budget, so long as doing so does not increase the total cost of contract.

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<tr>
<th>No.</th>
<th>Deliverable</th>
<th>Deadline</th>
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<tbody>
<tr>
<td>1.</td>
<td>Full protocol, describing background, objectives methodology (quantitative, qualitative methods, sampling approaches, comparison groups selections), data collection tools, limitations, data analysis plan, plan for field work</td>
<td>September 10th</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-testing and refinement of data collection tools</td>
<td>September 17th</td>
</tr>
<tr>
<td>3.</td>
<td>Submission of final Inception Report</td>
<td>September 23rd</td>
</tr>
<tr>
<td>4.</td>
<td>Data collection</td>
<td>October 31st</td>
</tr>
<tr>
<td>5.</td>
<td>Data analysis plan and draft report identifying major findings (by end of third month)</td>
<td>November 25th</td>
</tr>
<tr>
<td>6.</td>
<td>Data set from cleaned data collected for the evaluation</td>
<td>November 30th</td>
</tr>
<tr>
<td>7.</td>
<td>Power-point presentation of major findings and draft report for verification and validation with key stakeholders and the National Social Protection Steering Committee (by end of the third month)</td>
<td>December 10th</td>
</tr>
<tr>
<td>9.</td>
<td>Final report containing evaluation results and conclusions and incorporating comments from the review by stakeholders, and an executive summary no more than 3-5 pages</td>
<td>February 28th</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS

1 MARKING AND RETURNING PROPOSALS

1.1 SEALED PROPOSALS must be and despatched to arrive at the UNICEF office indicated NO LATER THAN 17:00Hrs LIBERIA LOCAL TIME ON 07/08/2014. Proposals received in any manner other than as outlined in clauses 1.3 to 1.5, will be INVALIDATED.

1.2 Hardcopy proposals shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelopes and all envelopes shall indicate the bidder’s name and address. The outer envelope shall be addressed as follows:

Attention: Bid Opening Unit
UNICEF Liberia Office at Bright’s Apartments, Sekou Toure Avenue, Mamba Point, Monrovia, Liberia
LRFP/LBR/9113367
DUE: 7 August 2014

1.3 The first inner envelope shall be marked Technical Proposal and addressed in the same manner as the outer envelope, and shall contain the following documentation:

(a) The proposed methodology/strategy for completion of the work as detailed in the Terms of Reference;
(b) The proposed implementation plan;
(c) Supplier profile, including establishment, experience, client list etc;
(d) The proposed team who will complete the work, including leader, members, experience and capability;
(e) Corporate organigram (both of the supplier and the proposed team who will carry out the work);
(f) Any other technical information that is relevant to the requirement.

1.4 The 2nd inner envelope shall be marked Price Proposal and addressed in the same manner as the outer envelope, and shall contain the following documentation:

(a) Bidder registration/incorporation documents;
(b) Audited financial statements for the past 2 years;
(c) Price.

1.5 The Price Proposal must cover all the services to be provided, and must itemise the following:

(a) An all inclusive rate per person/day (including honorarium and living expenses) for each proposed team member to be assigned to the project in the field and a rate for his/her work at the home office, if any;
(b) An all inclusive amount for any travel related expenses (indicating the number of trips required by each team member);
(c) Other costs, if any, indicating nature and breakdown;
(d) A summary of the total cost for the proposed services, excluding taxes from which UNICEF is exempt and as outlined in clause 15 of these Instructions and in clause 5 of the General Terms and Conditions;
(e) A proposed schedule of payments, all of which must be expressed and will be affected in Kwacha.

1.6 Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only.
1.7 Proposals submitted by email should also include all items specified in 1.3-1.5 mentioned above. Additionally, EMAILED BIDS must be sent exclusively to lbr.bids@unicef.org clearly marked with the (TENDER NUMBER) and dispatched to arrive NO LATER than the (CLOSING TIME AND DATE). PLEASE NOTE: email should not exceed 5MB (5 000 kilo bytes). If bid response is larger than 5MB, please zip the files or divide response into separate files and send in multiple emails instead.

1.8 Full proposals should be submitted in ENGLISH and must be received not later than (DATE AND TIME) in electronic PDF version, duly signed and dated. Bidders must send separate emails for the Technical Proposal and the Price Proposal. Each email should indicate the Tender Number and Technical or Price Proposal in the subject line. The Price Proposal must be submitted in an email separate from the rest of the proposal. Prices or rates shall not appear in any other part of the proposal.

1.9 Bids received in a manner not outlined above will be INVALIDATED.

2 TIME FOR RECEIVING PROPOSALS

2.1 Sealed Proposals received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Opening Unit 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 Modification of sealed Proposals already submitted in a sealed envelope will be considered if received prior to the closing time and date.

3 PUBLIC OPENING OF PROPOSALS

3.1 Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. The only envelope that will be opened at public bid opening is the Technical Proposal.

4 REQUEST FOR INFORMATION

4.1 Any request for information regarding the specifications should be forwarded to the Procurement Officer who VERIFIED the Bid.

5 CORRECTIONS

5.1 Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.

6 MODIFICATION AND WITHDRAWAL

6.1 All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

6.2 Proposals may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has
been opened.

7 VALIDITY OF PROPOSALS

7.1 Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

8 DISCOUNTS

8.1 Discounts on faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the Contracts. Any discounts for any reason other than those mentioned on the RFP Form must be stated on the Proposal.

9 QUALITY ASSURANCE

9.1 If the Bidder is already certified, or in the process of being ISO 9001/9002/BS certified, this should be clearly indicated in the Proposal and a copy of the Certificate attached to the Bid.

10 RIGHTS OF UNICEF

10.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.
10.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

11 EVALUATION OF PROPOSALS

11.1 Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.

11.2 A 2 stage procedure will be utilised in evaluating proposals, with evaluation of the Technical Proposal being completed prior to any evaluation of the Price Proposal. Technical Proposals will be evaluated for compliance with the mandatory requirements of the RFP.

11.3 The Technical Proposal has a total possible value of 75 points. Technical Proposals receiving 53 points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered technically non-compliant and non-responsive, and will not be given further consideration.

11.4 The total number of points allocated for the Price Proposal is 25. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders which obtain the threshold points in the evaluation of the Technical Proposals. All other Price Proposals shall receive points in inverse proportion to the lowest price.

12 AWARD/ADJUDICATION OF PROPOSALS

12.1 The final selection of the most responsive proposals will be based on the best proposal overall, in terms
of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF’s best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc bid which meets all the requirements in paragraph 11.1 above.

13 ERROR IN PROPOSAL

13.1 Bidders are expected to examine all Schedules and all Instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

14 RFP TERMS AND CONDITIONS

14.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

(a) Visit and inspect the bidder’s premises;
(b) Contact any/all referees provided;
(c) Request additional supporting or supplementary information;
(d) Arrange interviews with the proposed project team/consultants;
(e) Reject any/all of the proposals submitted;
(f) Accept any proposals in whole or in part;
(g) Negotiate with the most favourable bidder;
(h) Award contracts to more than 1 bidder, as UNICEF considers to be in its best interests.

14.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.
# EVALUATION MATRIX

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>MAX. POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. MANDATORY REQUIREMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>Note: Proposals from Bidders failing to submit the completed Annex 1 will be rejected.</td>
<td></td>
</tr>
<tr>
<td><strong>2. OVERALL RESPONSE</strong></td>
<td>10</td>
</tr>
<tr>
<td>- Understanding of, and responsiveness to, the requirements</td>
<td></td>
</tr>
<tr>
<td>- Understanding of scope, objectives and completeness of response</td>
<td></td>
</tr>
<tr>
<td>- Understanding of governance and accountability issues</td>
<td></td>
</tr>
<tr>
<td>- Overall concord between the requirements in TORs and the proposals</td>
<td></td>
</tr>
<tr>
<td><strong>3. STANDARD STRATEGY/METHODOLOGY</strong></td>
<td>30</td>
</tr>
<tr>
<td>- Quality of proposed approach/methodology and management control system</td>
<td></td>
</tr>
<tr>
<td>- Quality of proposed Implementation Plan, ie. How the bidder will undertake each task, and maintenance of project schedules</td>
<td></td>
</tr>
<tr>
<td>- Recognition of direct as well as risks/peripheral problems and methods to prevent and manage risks/peripheral problems</td>
<td></td>
</tr>
<tr>
<td><strong>4. PROPOSED TEAM AND ITS PROFESSIONAL ORIENTATION</strong></td>
<td>25</td>
</tr>
<tr>
<td>- Countrywide Agency/structure of Assignment Management Team</td>
<td></td>
</tr>
<tr>
<td>- Team leader: relevant experience, qualifications, and position with firm</td>
<td></td>
</tr>
<tr>
<td>- Team members: relevant experience of similar scope and complexity qualifications</td>
<td></td>
</tr>
<tr>
<td>- Professional expertise and knowledge</td>
<td></td>
</tr>
<tr>
<td><strong>5. ORGANISATIONAL EXPERIENCE</strong></td>
<td>10</td>
</tr>
<tr>
<td>- Range and depth of experience with similar projects/contracts/client</td>
<td></td>
</tr>
<tr>
<td>- Financial status</td>
<td></td>
</tr>
<tr>
<td>- Reference of similar evaluations undertaken in this region in Africa.</td>
<td></td>
</tr>
<tr>
<td><strong>6. PRICE</strong></td>
<td>25</td>
</tr>
<tr>
<td>Overall Cost</td>
<td></td>
</tr>
<tr>
<td>Unit Cost</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL MARKS</strong></td>
<td>(100)</td>
</tr>
</tbody>
</table>

Note: Minimum qualifying marks for technical proposals is 53 (70%). In normal circumstances, only those offers that score minimum and above points on technical proposals will be considered for commercial
evaluation. However, UNICEF reserves the right to evaluate all commercial offers if UNICEF considers it in its best interest.

SCHEDULE OF PRICES

A. Professional Fees

<table>
<thead>
<tr>
<th>Name</th>
<th>Description of Role/Function</th>
<th>Number of Person Days/Months</th>
<th>Suggested Fee Rate</th>
<th>Estimated Amount USD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Total Fees

USD

B. Out of Pocket Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>NO</th>
<th>CLASS</th>
<th>RATE</th>
<th>COST USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>FARES Air</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Travel Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total

<table>
<thead>
<tr>
<th>Description</th>
<th>NO</th>
<th>CLASS</th>
<th>RATE</th>
<th>COST USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation and Subsistence</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Person / days and cities to be specified

SUB TOTAL

<table>
<thead>
<tr>
<th>Description</th>
<th>NO</th>
<th>CLASS</th>
<th>RATE</th>
<th>COST USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMUNICATION including telephones and postage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOCUMENTATION AND REPORTING including computing expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANY OTHER (Specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total

<table>
<thead>
<tr>
<th>Description</th>
<th>NO</th>
<th>CLASS</th>
<th>RATE</th>
<th>COST USD</th>
</tr>
</thead>
</table>

Total Projected Out of Pocket Expenses USD

20
Total Proposed Cost (A + B)  USD________________________

PROPOSED PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Milestone No.</th>
<th>Clearly Identifiable Deliverable/Interim Output</th>
<th>% of total Contract Value Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Submission of inception report and timeframe</td>
<td>20%</td>
</tr>
<tr>
<td>Two</td>
<td>Submission the final tools and questionnaires</td>
<td>20%</td>
</tr>
<tr>
<td>Three</td>
<td>Submission of the draft report</td>
<td>40%</td>
</tr>
<tr>
<td>Four</td>
<td>Submission of and UNICEF/GOL acceptance of the final report</td>
<td>30%</td>
</tr>
</tbody>
</table>
FORMAT FOR CONTRACT

THIS CONTRACT FOR [SCOPE OF CONTRACT] (together with the schedules and attachments hereto, this "Agreement") is made on [date].


AND: [name of contractor], a corporation organised and existing under the laws of [country] and having its principal offices at [address] (the "Contractor"); UNICEF and the Contractor are hereinafter collectively referred to as the “Parties”.

WHEREAS:

A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organisations and other partners in more than one hundred and sixty countries to advance children's rights to survival, protection, development and participation, and in doing so is guided by the Convention on the Rights of the Child.

B. The Government of [country] has undertaken [briefly describe Programme and its objectives]

C. UNICEF intents to [briefly describe the Project and its objectives]

D. By Invitation to Bid [or Request for Proposal] No. [number] dated [date], as amended by [list amendments and dates] (together the "Invitation to Bid") [(together the "Proposal")], a copy of which is attached as ANNEX [letter], UNICEF invited bids [proposals] for the provision of [scope of work];

E. By bid [proposal] dated [date], as amended by [list of amendments and date] (together the "Bid") [(together the "Proposal")], a copy of which is attached as ANNEX [letter], the Contractor responded to the Invitation to Bid [Request for Proposal] and represented that it is qualified, capable and willing to provide [scope of work]

F. UNICEF wishes to engage the Contractor to undertake the work, all on the terms and conditions set forth in this Contract; and the Contractor represents that it is qualified, ready, able and willing to carry out the work on the same terms and conditions;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

Contract Documents
1. This document and all annexes hereto, together with the following named documents, which are incorporated herein by reference, constitute the entire Contract (herein referred to as the "Contract" or this "Contract") between UNICEF and the Contractor:

(a) Annex I - [Statement of Work]

(b) [other Annexes, as required]

(c) The Invitation to Bid [Request for Proposal]; and

(d) The Bid [Proposal].

2. The Contract documents are to be taken as complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the Contract shall be interpreted on the basis of the following order of priority:

(a) this document;

(b) Annexes I to [number];

(c) the Invitation to Bid [Request for Proposal]; and

(d) the Bid [Proposal].

3. The Contract represents the entire and integrated agreement of the Parties with regard to the subject matter hereof and supersedes all prior agreements, negotiations and representations, either written or oral.

**Term of Contract**

4. From the Effective Date of the Contract, specified in Article [number], the Contract shall remain in force until the Contractor has fulfilled all of its obligations under the Contract, unless earlier terminated in accordance with the terms of the Contract.

**Project Authority**

5. UNICEF and the Contractor shall each nominate a Project Authority who shall be responsible for the day-to-day liaison and management of the Contract.

**Specifications and Deliverables**

6. The Contractor shall be responsible to complete the work as described in Annex I attached hereto. The Contractor shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
**Delivery Date**

7. Delivery Date is to be understood as the time the work as defined in Annex A is completed at the location indicated for delivery.

**Price**

8. The total price for the work as set forth in Annex I to the Contract is [currency and amount] (the "Price").

9. The Contractor shall not perform any work or services or provide equipment, products, materials or supplies which may result in the Price being exceeded without a prior written amendment of the Contract.

**Inspection and Acceptance**

10. UNICEF shall have a reasonable time after completion of the work to inspect performance of the work and to reject and refuse acceptance of services not conforming to the Contract. Payment for services pursuant to the Contract shall not be deemed an acceptance of the services. Inspection prior to completion of the work does not relieve the Contractor from any of its obligations under the Contract.

**Invoicing Instructions**

11. Invoices must refer to the Contract and clearly indicate prices for each Contract item number. The Contractor shall submit the original to the following address:

   [Address for sending the invoice]

**Payment**

12. UNICEF shall, on fulfilment of the delivery terms, make payment within 30 days of receipt of the Contractor's invoice for the services.

13. Payment against the Contractor's invoice will reflect a discount of [percentage], provided payment is made within [number of days] from the date of receipt of the Contractor's invoice by UNICEF or acceptance of the services by UNICEF, whichever is later.

14. UNICEF shall promptly notify the Contractor of any dispute or discrepancy in the content or form of the invoice. The value of such disputed items as per the Contract shall be deducted from the invoice(s) in which they appear and the balance will be processed for payment. UNICEF and the Contractor shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof.
Tax Exemption

15. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise UNICEF’s exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

Legal Status

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

Contractor's Personnel

18. The Contractor shall be fully responsible for all work performed by its employees, agents, servants and sub-contractors under the Contract and shall only select individuals who are professionally and technically competent to perform the work, with appropriate training as may be required. The Contractor shall take all reasonable measures to ensure that all personnel conform to the highest standards of moral and ethical conduct and that they respect local customs which are not otherwise inconsistent with the Contractor’s responsibilities under the Contract.

19. The Contractor shall not assign any person to perform any managerial or supervisory function under this Contract unless UNICEF has given its prior written approval to the selection of such person. The Contractor shall ensure that all personnel engaged to perform work under this Contract are medically fit to perform the work and adequately covered by insurance for any work related illness, injury, disability or death. The Contractor shall submit proof of such insurance satisfactory to UNICEF before commencing any work under this Contract.

20. UNICEF shall not be liable for any action, omission, negligence or misconduct of the Contractor’s employees, officers, agents, servants and sub-contractors, nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, disability or death of such personnel performing work under this Contract.
Replacement of Contractor's Personnel

21. UNICEF may request at any time the replacement of any person assigned by the Contractor to perform any work under this Contract. Any such request by UNICEF shall not be deemed a termination of this Contract. The Contractor shall, at its own expense, replace such person forthwith, subject to UNICEF’s prior written approval of the replacement if the replacement is for a managerial or supervisory position.

22. If key personnel become unavailable, for any reason, for work under the Contract, the Contractor shall (i) notify the UNICEF Project Authority at least fourteen (14) days in advance, and (ii) obtain the UNICEF Project Authority’s approval prior to making any substitution of key personnel. Key personnel are designated as follows:

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

(b) personnel whose resumes were submitted with the Bid [Proposal]; and

(c) Individuals who are designated as key personnel in Annex I.

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

24. Acceptance of a replacement person by the UNICEF Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

Sub-Contracting

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

Source of Instructions

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

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

28. 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 which has not been made public except with the authorisation of UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

Title to Equipment

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

Copyright, Patents and Other Proprietary Rights

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

Encumbrances/Liens

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

Indemnification

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

**Insurance and Liabilities to Third Parties**

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

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

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

36. Except for the workmen’s compensation insurance, the insurance policies under this Article shall:

   (i) Name UNICEF as additional insured;

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

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

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

**Late Delivery**

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

39. No grant of time to the Contractor to cure a default hereunder, nor any delay or failure by the United Nations to exercise any other right or remedy available to the United
Nations under this Contract, shall be deemed to prejudice any rights or remedies available to the United Nations under this Contract or constitute a waiver thereof.

Assignment and Insolvency

40. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

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

Force Majeure, Other Changes in Conditions

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

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

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

Termination

45. If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the Contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.
46. UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

47. In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

48. Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage that may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

49. Upon termination of the contract, UNICEF may require the Contractor to deliver any finished work, which has not been delivered and accepted, prior to such termination and any materials, or work-in-process related specifically to this Contract. Subject to the deduction of any claim UNICEF may have arising out of this Contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

50. The initiation of arbitral proceedings in accordance with Article [number] "Settlement of Disputes" below shall not be deemed a termination of this Contract.

51. The Contractor represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

52. Any breach of this representation and warranty shall 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 of UNICEF.

53. The Contractor guarantees that neither the Contractor's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilised in the manufacture of antipersonnel mines. The Contractor recognises that a breach of this provision will entitle UNICEF to terminate the Contract with the Contractor.

Use of United Nations and UNICEF Name and Emblem
54. The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

Officials Not to Benefit

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

Prohibition on Advertising

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

Privileges and Immunities

57. Nothing in or related to the Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Settlement of Disputes

Amicable Settlement

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

Arbitration

59. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to the Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by an arbitration award rendered as a result of such arbitration as the final adjudication of such dispute. The costs of the procedure shall be shared equally by the Parties. In no event shall UNICEF be liable for incidental, indirect or consequential damages or for lost revenues or profits. The arbitral tribunal shall have no authority to award punitive damages. The Tribunal shall have no authority to award interest in excess of four per cent (4%) and such interest shall be simple interest only. As used herein, the term, "UNCITRAL" means the United Nations Commission on International Trade Law."

General Provisions
60. Any notice, request or consent required or permitted to be given or made pursuant to this Contract will be in writing, and addressed and sent by registered mail or confirmed facsimile transmission as follows:

**If to UNICEF:**

[UNICEF Country Office]

Attention: The Representative

Telephone: [number]

Fax: [number]

**If to the Contractor:**

[name of Contractor]

[address]

Attention: [name]

Telephone: [number]

Fax: [number]

61. Notices will be deemed to be effective as follows: in the case of registered mail, seven (07) days after posting; in the case of facsimiles, twenty four (24) hours following confirmed transmission.

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

63. Nothing contained in the Contract shall be construed as establishing a relation of master and servant or of principal and agent between the Parties or any of them.

64. The Contract may be altered, modified or amended only by written instrument duly executed by all Parties.

**Effective Date**

65. This Contract shall become effective as of [date] when both Parties have signed the Contract.
IN WITNESS THEREOF, the Parties hereto have executed the Contract on the day first above written.

THE CONTRACTOR UNICEF, the United Nations Children’s Fund

By: _________________________________ By: _________________________________

[name] [name]

[Title] [Title]
Authorised Representative Authorised Representative