



United Nations Children's Fund

Floor 2 Telephone 0035929696208
87 Kniaz Alexander Doundukov Blvd Facsimile 0035929696209
SOFIA 1504 Email lbacheva@unicef.org
Bulgaria www.unicef.bg

REQUEST FOR PROPOSAL

LRFP-2021-9164648

27 January 2021

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Analysis of national child poverty reduction policies.

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Teodora Mladenova
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : tmladenova@unicef.org

Verified By:

Denka Daskalova

BID FORM

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

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2021- 9164648** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____

Other Trade Discounts _____

The item contains the following services:

Item No	Item Description Terms of Reference	Quantity/Unit	Unit Price	Amount
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Title: National research organization (or a consortium of national organizations)

Purpose: Undertaking a comprehensive analysis (deep dive) of the current situation and dimensions of child poverty and social exclusion in Bulgaria, and the policies, programmes, services, budgets, and mechanisms to address it

Location: Primarily remote work; potential onsite (circumstances allowing)

Duration: March 2021 # July 2021

Reports to: UNICEF Bulgaria

1. Background

The fundamental mission of UNICEF is to promote the rights of every child, everywhere, in everything the organization does # in programs, in advocacy and in operations. As part of its efforts to provide all children with an equitable chance in life, UNICEF works to identify, monitor, and effectively address the underlying causes of child poverty and social exclusion.

Despite the strength of the European economy and a tradition of investment in the welfare of the most vulnerable citizens, more than one-fifth of Europe#s children remained at risk of poverty and social exclusion as of 2019.

Poverty and deprivation in childhood can have lifelong detrimental impacts, undermining an individual#s health, educational attainment, income earning capacity, and social connection, and contributing to an increased risk of exposure to violence, among others. The EU has long recognized the need to address entrenched issues of child poverty and social exclusion, including through a call by the European Parliament for a Child Guarantee to reduce inequalities and to ensure access to services for all children in need #so that every child in poverty can have access to free healthcare, free education, free childcare, decent housing and adequate nutrition, as part of a European integrated plan to combat child As families, societies, and governments around the world struggle to cope with the devastating impacts of COVID-19, which are expected to result in significant economic contraction, employment impacts, and a likely increase in poverty, these efforts have taken on a new urgency.

The multidimensional and highly inter-connected nature of child poverty and social exclusion calls for the development of a wide spectrum of comprehensive policies, provision of integrated support and integrated services, including measures to support income growth, to address material deprivation as well as measures in sectoral policies # education, health, social services, housing, etc. that are designed to increase the access of the most vulnerable to existing support mechanisms. On the grounds of their social exclusion and marginalization, children exposed to the risk of poverty are often kept from accessing sufficiently high-quality basic services such as healthcare or education. Such lack of access enhances in turn the risk of poverty and places a child at risk of a cycle of persistent, sometimes life-long poverty and disadvantages. For many children, an improved #care# component represents therefore a pre-condition to achieve equity in accessing existing services. Access to education, healthcare, adequate nutrition, decent housing and care, especially by children pertaining to one of the four groups identified by the EU as particularly vulnerable to poverty and social exclusion, may be achieved through better access to services such as healthcare and education as well as prevention and support services.

https://ec.europa.eu/eurostat/statistics-explained/index.php/Children_at_risk_of_poverty_or_social_exclusion

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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These four groups are the following:

- # Children residing in institutions
- # Children with disabilities and other children with special needs
- # Children of recent migrants and refugees
- # Children living in precarious family situations: this includes Roma children, children experiencing precariousness related to living in poor income and/or low socioeconomic household; lone parent households; households with three or more children, young carers and other social risk factors such as mental health, substance abuse and domestic violence.

Poverty may be considered as a violation of child's rights, e.g. by depriving them of their right to an adequate standard of living and to be free from deprivations across crucial aspects of their lives, including their health, education, nutrition, care and protection. Child poverty may also have broader impacts on societies and economies: poverty is felt immediately by children themselves, but it also represents a loss of potential that Europe's aging societies cannot afford. People who have experienced poverty as children are at higher risk to become unemployed, poor, and excluded during their adult lives. Research confirms that poverty and deprivation in childhood have both short- and long-term effects, causing an intergenerational cycle of disadvantage. European Parliament Committee on Employment and Social Affairs: #Fighting Child Poverty: the Role of EU Funding#, 2018, p. 18

In view of the above, the EU has mandated the UNICEF's Regional Office for Europe and Central Asia (ECARO) with the verification of the feasibility of the Child Guarantee in selected EU Member States. In order to do so, UNICEF ECARO, together with its implementing partners, will carry out a number of activities including a EU-wide meta-analysis and identification of best-practices as well as concrete, localized policy-interventions that contribute to providing every children with free access to quality healthcare, education, early childhood education and care (ECEC), decent housing, adequate nutrition and culture and leisure activities, which is the Child Guarantee Project's overall objective and is essential for the progressive realisation of child's rights. The Child Guarantee (CG) Project aims to put at the disposal of the European Commission an EU-wide CG Programme framework developed and verified, under concrete and controlled circumstances, including its added value and costs and its potential to reduce child poverty and social exclusion at scale.

2. Purpose

UNICEF is seeking a national research organization to support the Government of Bulgaria to undertake a review of the current situation and dimensions of child poverty and social exclusion in Bulgaria, and the national policies, programmes and services that are aimed at reducing them, including the systems, processes, financing, organizational structures, and mechanisms which can influence whether policies and interventions lead to the desired changes. In recognition of the ongoing work by the government of Bulgaria and the adopted National Strategy on Poverty Reduction and Promoting Social Inclusion (NSPRPSI) 2030 at the end of 2020, this work is envisioned as a key input to help shape the understanding child poverty, the underlying causes and factors leading to poverty and social exclusion among children and the measures to address it, and will ensure that it is one of the central components of the Action Plans for the implementation of the NSPRPSI 2030. Therefore, the analysis will also be a contributing document to support the Government to plan and develop concrete and costed measures and activities targeted at children and families, with respective deadlines and indicators, to be included in the Action Plans for the implementation of the NSPRPSI 2030.

The Assignment intends to reach the following main results:

2.1 Provide a comprehensive, evidence-based, and nationally-endorsed analysis of the underlying causes and factors for poverty and social exclusion among children, as well as the impacts of the ways in which national and subnational policies, programmes, systems, processes, budgets and mechanisms

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have either contributed to or detracted from the success of efforts to address child poverty and social exclusion, including that of the four Target Groups (4 TGs) for the Child Guarantee # children in institutions, children with disabilities, children in precarious family situation, including children from vulnerable Roma communities, and refugee and migrant children. A particular emphasis should be paid to the situation experienced by children since the beginning of the COVID 19 pandemic.

2.2 Identify bottlenecks and opportunities to achieving sustained reduction of poverty and social exclusion for the 4 TGs, including through identification of effective, innovative and evidence-based services, interventions, and/or mechanisms of support.

2.3 Provide guidelines/recommendations to improve coordination and a cross-sectoral approach to combating child poverty in view of its complex and multidimensional nature.

2.4 Formulating recommendations to improve the overall process of developing, implementing and monitoring child poverty reduction policies based on a review of international good practices and innovative approaches;

2.5 Review and provide recommendations on the availability of national data and statistics to effectively monitor the reduction of child poverty and social exclusion, including disaggregated data for the 4 TGs.

In addition to Bulgaria, similar deep dive analyses will be conducted in the following EU countries that have been included in Phase III of the Preparatory Action for the EU Child Guarantee: Croatia, Germany, Greece, Italy, Lithuania and Spain. The country reports from the deep dives will be analyzed for cross-country comparability and lessons at the European level. The country reports from the deep dives will be analyzed for cross-country comparability and identification of innovative practices and lessons learned at the European level.

3. Main Responsibilities and key duties

Detailed tasks include the following:

3.1 In close partnership with the Ministry of Labour and Social Policy, other relevant government partners, and with the support of the UNICEF Regional Office for Europe and Central Asia and the UNICEF Office of Research, develop the methodology and tools for the deep dive analysis of the underlying causes and factors for poverty and social exclusion among children, as well as the policies, programmes and services that have an impact on child poverty and social exclusion, including the systems, processes, and mechanisms that influence whether policies and interventions lead to the desired changes. Deep dives will be conducted in 7 countries and some elements # identification of stakeholders, review of coordination structures, etc. # will be standardized features across all deep dives. However, the methodology and tools for capturing and assessing this data will be developed at national level based on the availability of existing information. An important component of the analysis of the factors and dimensions underlying child poverty should be the review and assessment of the impact and socio-economic consequences of the crisis related to COVID-19 on families with children (with a focus on the most affected families with children; main trends, impact of the crisis on the level and manifestations of child poverty).

Methodologies will be subject to variation due to the quality and quantity of currently available data on child poverty and social exclusion in Bulgaria. However, UNICEF expects that the research tools will combine both primary and secondary research methodologies, including a literature review of public and grey data, interviews with key informants (e.g., representatives from key ministries, service providers, beneficiaries (including children), nongovernmental organizations, associations and interest groups, academia experts and the National Statistical Institute), and review of State budget document.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	3.2 Organize stakeholder interviews with policy makers, decision makers, professional associations, academia, non-governmental organizations, service providers, children representatives, and user groups to identify bottlenecks and opportunities in achieving sustainable reductions in child poverty and social exclusion for all children, particularly the 4 target groups, and in ensuring an enabling policy and programmatic environment.			
	3.3 Produce a policy-oriented analysis (Deep Dive) that recommends specific policies, programmes, services, mechanisms, and coordination structures to support the planning of measures to be included in the Action Plans for the implementation of National Strategy for Reducing Poverty and Promoting Social Inclusion 2030. Organize a workshop with key stakeholders to discuss and validate the findings/results of the analysis and the policy recommendations.			
	3.4 Produce a Policy Brief for policy and decision makers based on the Deep Dive, summarizing key points and recommendations.			
	4. Specific deliverables			
	The national research organization will be expected to focus in particular on the below:			
	Deliverable 1: A report presenting in more detail the workplan and methodologies.			
	Deliverable 2: A kick-off meeting to discuss the workplan.			
	Deliverable 3: An Interim report of the policy oriented Deep dive, including the outline as well as at least one component from the Impact typologies subsection, another from the Lenses for analysis and another from the Interventions and strategies subsection.			
	Deliverable 4: A first draft report of the policy oriented Deep dive including all sections.			
	Deliverable 5: A second draft of the policy oriented Deep dive incorporating MLSP and UNICEF#s feedback and comments and a first draft of the literature review, including all the information related to the impact of COVID 19.			
	Deliverable 6: A second draft of the literature review, incorporating MLSP and UNICEF#s feedback and a first draft of the policy brief.			
	Deliverable 7: Organisation of a stakeholder workshop to review and discuss the deep dives, the literature review and the policy brief.			
	Deliverable 8: Final version of the deep dive, the literature review and the policy brief incorporating MLSP, UNICEF#s and the stakeholders# feedback and comments.			
	An expert working group will be established by the Ministry of Labour and Social Policy in partnership with UNICEF. All products should be delivered in Bulgarian and are subject to the review of the expert working group, chaired by the Ministry of Labour and Social Policy and by UNICEF Bulgaria with quality assurance by UNICEF Regional Office for Europe and Central Asia and the UNICEF Office of Research.			
	5. Timing			
	The work is expected to start immediately after the contract is signed by both parties. The proposed time plan for the deliverables is as follows:			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Deliverable Deadline for submission			
	Commencement of the work	N (Once the contract signed has been received by UNICEF)		
	Deliverable 1:	N + 1 week		
	Deliverable 2:	N + 2 weeks		
	Deliverable 3:	N + 1 month		
	Deliverable 4:	N + 2 months		
	Deliverable 5:	N + 3 months		
	Deliverable 6:	N + 4 months		
	Deliverable 7:	N + 5 months		
	Deliverable 8:	N + 5 1/2 months		

Some adjustment of the timeline, scope and budget can be negotiated at the kick-off meeting. The proposal expected at this stage should lay out the understanding of and approach to the tasks, main steps and methods to apply, and topics to address. The work shall be concluded at the latest by July 2021.

6. Key Considerations

These products should be developed with an explicit lens on addressing child poverty and social exclusion, particularly for the four Target Groups. As this analysis will be policy-focused and operationally-driven, it is essential that the final deliverables move beyond presenting a static situational analysis and explicitly examine how elements of programme design, policy implementation, evidence generation, political will, and related factors influence the take-up, continuity, and impact of efforts to address child poverty and social exclusion. With that in mind, the below key topics provide suggested frameworks and lenses for analysis.

(i) Impact typologies

- Interventions to manage economic risks: including social assistance, social insurance, and active labour market policies, on their own or in combination with one or more types of complementary support (components that are provided as integral elements of the intervention, such as through the provision of additional benefits or in-kind transfers, or psychosocial support, and components that are external to the intervention but offer explicit linkages into services provided by other sectors, such as through direct provision of access to services, or facilitating linkages to services).

- Interventions to manage social risks: with a particular focus on policies which aim at supporting families by addressing the social risks, including precariousness related to the household composition. These may include provisions of statutory measures and services for family support, psychological counselling and family therapy, positive parenting, home visitation programmes (for young children) to increase the support offered to parents to overcome the social risks.

- Interventions to protect and care for children: including measures for child protection and support to families, social services, alternative care arrangements, and childcare reform policies.

(ii) Lenses for analysis

- Bottlenecks to successful implementation of strategies, programmes and services for prevention and reduction of child poverty and social exclusion.

- Factors that facilitate successful implementation of strategies, programmes and services for prevention and reduction of child poverty and social exclusion.

- Administrative structures, coordination, and responsibility for child poverty and social exclusion reduction at different level of governance.

- Existing national strategic framework to address poverty, including child poverty and social exclusion.

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- Programmes delivered to tackle child poverty and severe material deprivation among children.
 - Programmes and services (universal, targeted and highly specialised) delivered to the 4 Target Groups.
 - Models for integrated provision of services (within the sector of social services and other sectors, horizontal and vertical integration, outreach functions, etc.) provided to reach out to the most vulnerable and disadvantaged.
 - Levels of spending on programmes to address child poverty and social exclusion by sector, level of governance, universal versus targeted/specialised programmes.
 - Availability and usage of disaggregated European, national and subnational statistics on key areas of concern for analysis of child poverty and social exclusion.
 - Non-state actors supporting child poverty and social exclusion reduction activity, including civil society and others.
 - Commitment and engagement of key stakeholders to address child poverty and social exclusion.
- (iii) Interventions and strategies
- Strategies to prevent and reduce existing structural barriers to effectively address child poverty and social exclusion.
 - Systems, processes and mechanisms that facilitate effective implementation of child poverty and social exclusion reduction strategic framework.
 - Set of policy choices to remove the bottlenecks and make better use of existing opportunities:
 - o combining prevention and support,
 - o combining universal and targeted measures seeking both to enhance the development and well-being of all children and to improve specifically the situation of the most vulnerable and excluded.
 - Range of policy instruments that need to be developed and implemented, with a special focus on:
 - o tackling child poverty and severe material deprivation,
 - o early childhood development and early childhood interventions,
 - o preventing unnecessary separation of children from their families and alternative care for children without parental care, and
 - o inclusive education for children with disabilities.
 - o These may also include policy choices supporting labour market participation of parents, and promoting the reconciliation of work and family life, boosting wages and providing family/child income assistance, access to children and family services such as child care, education, healthcare, housing and social services, as well as opportunities to participate and use their rights.
 - Range of services (universal, targeted and specialised) provided to children and families, addressing child poverty and social exclusion
 - Range of service delivery mechanisms (i.e. social services, integrated services, family and community outreach, etc.) effective in extending the reach to the most vulnerable and marginalized children and their families.
 - Set of indicators that are used or may be used to complement child poverty indicators at national and EU level to monitor social exclusion of children and evaluate the outcomes and impact of the national

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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response.

7. Minimum qualifications and competencies

The research organization or consortium of organizations will be evaluated on the basis of the following criteria:

- A deep understanding of the context, policies and processes for supporting families and children and for preventing and reducing child poverty and social exclusion at the national and subnational levels in Bulgaria.

- Demonstrable knowledge of and experience in providing policy recommendations to national and subnational efforts to address child poverty and social exclusion in Bulgaria.

- # Proven experience in conducting similar analyses (including stakeholder consultations) and producing policy-oriented analysis with clear and monitorable recommendations.

- # Proven experience in successful project and team management.

- # Professional links/partnerships with relevant national and subnational bodies.

- # Team leader with a minimum of 10 years of relevant technical/operational experience in relevant subject areas.

- # Previous engagement with and demonstrated understanding of the EU Child Guarantee development process will be an advantage.

- # The ability to be flexible and deliver results under tight deadlines.

8. Management and Reporting

The research organization will report to UNICEF Bulgaria in coordination with the Ministry of Labour and Social Policy (MLSP). # Working Group will be established by MLSP with support from UNICEF that will include representatives of relevant national institutions, sub-national authorities and civil society. The WG will review the research methodology, advise on literature review and data collection, and will review the analytical report and recommendations. Advisory support and additional quality assurance will be provided by UNICEF's Europe and Central Asia Regional Office and UNICEF's Office of Research # Innocenti.

9. Remuneration and Payment Schedule

Payment will be made based on agreed deliverables and a submission of monthly progress reports to the Ministry of Labour and Social Policy and UNICEF Bulgaria by the consultant. Monthly progress reports will be brief (no more than one page), produced in Bulgarian and summarize key activities, achievements and challenges faced during the reporting period, priorities for the next reporting period, highlighting any support needed or recommendations/suggestions for MLSP or UNICEF.

Three payments are envisaged during this consultancy:

- Ø First instalment: Upon contract signature and submission of Deliverable 1 - 20%

- Ø Second instalment: After the delivery and the approval of Deliverable 5# 50%

- Ø Third instalment: After the delivery and the approval of Deliverable 8 # 30%.

UNICEF reserves the right to withhold all or a portion of payment or terminate the contract if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines.

10. Ethical Consideration

Consultants are required to clearly identify any potential ethical issue, as well as the processes for ethical review and oversight of the research/data collection process in their proposal. UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis that can be found https://www.unicef.org/supply/files/ATTACHMENT_IV_UNICEF_Procedure_for_Ethical_Standards.PDF.

SPECIFIC TERMS AND CONDITIONS

A.1 PURPOSE OF THE RFP

UNICEF is seeking a national research organization to support the Government of Bulgaria to undertake a review of the current situation and dimensions of child poverty and social exclusion in Bulgaria, and the national policies, programmes and services that are aimed at reducing them, including the systems, processes, financing, organizational structures, and mechanisms which can influence whether policies and interventions lead to the desired changes. In recognition of the ongoing work by the government of Bulgaria and the adoption of the National Strategy on Poverty Reduction and Promoting Social Inclusion (NSPRPSI) 2030 at the end of 2020, this work is envisioned as a key input to help shape the understanding child poverty, the underlying causes and factors leading to poverty and social exclusion among children and the measures to address it, and will ensure that it is a central component of the Action Plans for the implementation of the NSPRPSI 2030. This analysis will also be a contributing document to support the Government to plan and develop concrete and costed measures and activities targeted at children and families, with respective deadlines and indicators, to be included in the Action Plans for the implementation of the NSPRPSI 2030.

The Assignment intends to reach the following main results:

1. Provide a comprehensive, evidence-based, and nationally-endorsed analysis of the underlying causes and factors for poverty and social exclusion among children, as well as the impacts of the ways in which national and subnational policies, programmes, systems, processes, budgets and mechanisms have either contributed to or detracted from the success of efforts to address child poverty and social exclusion, including that of the four Target Groups (4 TGs) for the Child Guarantee # children in institutions, children with disabilities, children in precarious family situation, including children from vulnerable Roma communities, and refugee and migrant children. A particular emphasis should be paid to the situation experienced by children since the beginning of the COVID 19 pandemic.
2. Identify bottlenecks and opportunities to achieving sustained reduction of poverty and social exclusion for the 4 TGs, including through identification of effective, innovative and evidence-based services, interventions, and/or mechanisms of support;
3. Provide guidelines/recommendations to improve coordination and a cross-sectoral approach to combating child poverty in view of its complex and multidimensional nature;
4. Formulating recommendations to improve the overall process of developing, implementing and monitoring child poverty reduction policies based on a review of international good practices and innovative approaches;
5. Review and provide recommendations on the availability of national data and statistics to effectively monitor the reduction of child poverty and social exclusion, including disaggregated data for the 4 TGs.

A.2 FORECAST SCHEDULE

Closing date and time for submission of full proposal: 17:00 h on 26 February 2021.

A.3 RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP must be submitted in writing via email at bulgaria@unicef.org by 17 February 2021.

Please make sure that the e-mail mentions the RFP reference number.

Only written inquiries will be entertained. A response to written inquiries will be provided within 48 hours. Please be informed that all responses will be publicized on the local web site.

A.4 RFP RESPONSE FORMAT

The proposal shall be comprised of the following documents:

- Ø Cover letter (Request for Proposal Form);
- Ø Technical proposal with proposed methodology and timeframe;
- Ø Organization profile;
- Ø CVs of key staff # team leader and key members of the team;
- Ø At least two recommendation letters from former contractors of the organization;
- Ø Court registration in Bulgaria;
- Ø Financial proposal with detailed budget (as per the Budget template)

Full proposals should be submitted in ENGLISH and must be received at UNICEF in Bulgaria office not later than 17:00 h on 26 February 2021, duly signed and dated.

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

The Technical Proposal and the Financial Proposal envelopes **MUST BE COMPLETELY SEPARATE** and each of them must be submitted sealed individually and clearly marked on the outside as either #TECHNICAL PROPOSAL# or #FINANCIAL PROPOSAL#, as appropriate. Each envelope **SHALL** clearly indicate the name of the Bidder.

The outer envelopes shall bear the name and address of the bidder.
The proposals must be sealed and clearly marked as follows:

o Outer envelope:

Name of company

RFP 21-01: Analysis of the current situation and dimensions of child poverty and social exclusion in Bulgaria, and the policies, programmes, services, budgets, and mechanisms to address it

Address: 87 Kniaz Aleksandar Dondukov Blvd., fl.2 Sofia 1504

o Inner envelope # Technical Proposal: Name of company, RFP number

o Inner envelope # Financial Proposal: Name of company, RFP number

#. 5. Technical proposal

Technical proposal clearly indicating how the applicant intends to achieve the expected results, including: full description of the methodology and tools that will be used. The Technical Proposal should address all aspects and criteria outlined in this Request for Proposal, especially in the Terms of Reference:

- A deep understanding of the context, policies and processes for supporting families and children and for preventing and reducing child poverty and social exclusion at the national and subnational levels in Bulgaria.

- Demonstrable knowledge of and experience in providing policy recommendations to national and subnational efforts to address child poverty and social exclusion in Bulgaria.

- Proven experience in conducting similar analyses (including stakeholder consultations) and producing policy-oriented analysis with clear and monitorable recommendations.

- Proven experience in successful project and team management.
- Professional links/partnerships with relevant national and subnational bodies.
- Team leader with a minimum of 10 years of relevant technical/operational experience in relevant subject areas.
- Previous engagement with and demonstrated understanding of the EU Child Guarantee development process will be an advantage.
- The ability to be flexible and deliver results under tight deadlines.

All pages must be numbered accordingly. No price information should be included in the Technical Proposal.

Technical proposals may also include electronic copy on CD or Flash drive. No electronic submission of price proposals will be accepted.

Payments will be made based on agreed deliverables and a submission of monthly progress reports to UNICEF. Monthly progress reports will be brief (no more than one page), produced in Bulgarian and summarize key activities, achievements and challenges faced during the reporting period, priorities for the next reporting period, highlighting any support needed or recommendations/suggestions.

Three payments are envisaged during this assignment:

- Ø - 20% First instalment: Upon contract signature and submission of Deliverable 1
- Ø - 50% Second instalment: After the delivery and the approval of Deliverable 5 #
- Ø - 30% Third instalment: After the delivery and the approval of Deliverable 8 #

The Financial Proposal should be realistic and appropriate to the methodology. It should include all relevant costs related to the study implementation as per the attached Budget Template. The currency of the proposal shall be in Bulgarian Lev (BGN), VAT excluded.

Any activity described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

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

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

A.6. VALIDITY

Each proposal shall be valid for a period of one hundred and twenty (120) days from the proposal due date. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

A.7. PROPOSAL EVALUATION

Technical Proposals received will be evaluated against the evaluation criteria as below:

1. Technical Proposal: 70 points
 - 1.1 Proposed methodological approach and responsiveness to ToR - 20;
 - 1.2 Organizational expertise and experience: demonstrable knowledge of and experience in providing policy recommendations to national and subnational efforts to address child poverty and social exclusion in Bulgaria; proven experience in conducting similar analyses (including stakeholder consultations) and producing policy-oriented analysis with clear and monitorable # 20;
 - 1.3 Qualifications and experience of the proposed team- 25.
 - 1.4 Proposed mechanisms to meet scheduled deadlines and mitigate delays # 5.

Only proposals which receive a minimum of 70% (49 points) will be considered further.

2. Financial Proposal: 30 points
The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

The price proposals should be submitted in a budget breakdown template. Applying companies should submit estimated budget in Bulgarian BGN, with detailed indication of costs for each activity/budget category based on the list of deliverables.

The total amount of points allocated for the price component is

30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those bidders who obtain the threshold points in the evaluation of the technical component.

All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = Max. score for price proposal * Price of lowest priced proposal / Price of proposal X

Total Technical and Price - 100 Pts

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

- The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria;
- All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

A.8. MONITORING AND EVALUATION

The selected company (national research organization or a consortium) will work under the direct supervision of the UNICEF Social Policy Specialist, in close collaboration with the Ministry of Labour and Social Policy. The company's performance will be evaluated against the following criteria: timeliness, responsibility, initiative, communication, and quality of the products delivered. In case of unsatisfactory performance, the contract will be terminated by notification letter sent 10 days prior to termination.

A.9. CONTRACTUAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

Attachments:

- RFP form, including Terms of Reference and General Terms and Conditions
- Financial Proposal # Budget Template

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

- a) with incorrect (as applicable) postal address, email address or fax number;
- b) received after the stipulated closing time and date;
- c) failure to quote in the currency(ies) stated in the RFP(S);
- d) in a different form than prescribed in the RFP(S).

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:

Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

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

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_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 Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

Inspection

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

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

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

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

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

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

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

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

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

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

Risk of Loss; Title to Goods

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

3. Price; Invoicing; Tax Exemption; Payment Terms

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

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

3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing direct taxes (except charges for 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 Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

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

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

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

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

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

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

UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

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

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

Indemnification

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

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant

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governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

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

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

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the 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 Supplier will be responsible to fund all amounts within any policy deductible or retention.

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

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

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

Liability

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

5. Intellectual Property and Other Proprietary Rights; Confidentiality

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

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

UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

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

Confidentiality

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

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

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

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

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

End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

(c) if the Supplier (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 Supplier; (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 Supplier to perform any of its obligations under the Contract.

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

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

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

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

Force Majeure

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

7. Ethical Standards

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

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

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

(i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF

official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.

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

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

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

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

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

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are 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 Supplier, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

8. Full Cooperation with Audits And Investigations

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

9. Privileges and Immunities; Settlement of Disputes

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

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

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be 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.

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

11. Other Provisions

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

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

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

or joint venturers.

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

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

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

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

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

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

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

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

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

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

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

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.