REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2023-9184386

28 July 2023

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Consultancy Assignment for an Agency to Conduct Baseline Study for Empowered Women Prosperous Nepal (EWPN) Project

Supply Unit
UNICEF Nepal Country Office
P.O.Box 1187
UN House, Pulchowk
Lalitpur, Nepal

IMPORTANT - ESSENTIAL INFORMATION

The RFPs reference must be shown on the email title containing the offer.

THE SUBMISSION OF RFPs SHOULD BE DONE VIA EMAIL, THE SUBMISSION DULY STAMPED AND SIGNED ELECTRONICALLY IN PDF FORMAT AND SENT TO nep-procurement@unicef.org-Please see page 12-13 for details bid instruction.

BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION.
You are welcome to enclose your own additional details etc., if necessary. However, failure to complete the attached form or failure to complete the details as requested will result in invalidation.

Offers MUST be received before midnight 24:00hrs (Nepal Time) on 20th August 2023. RFPs received after the stipulated date and time will be INVALIDATED.

A virtual pre-bid meeting will be held at 2 PM (Nepali time) on 03 August 2023 to address any queries/comments on the RFP.

Team Link:
https://teams.microsoft.com/registration/IQFBd-EUuE-QS6sYkgI2Zw,tBEF6a6hnUii2jRkWRIj7w,9KMQ3K2csEWfPsVKm1-5A.jxyxKhwTkcunwkJQIX-xg,aWxxKXH6HOEqc0y_8XAcviA.XtioUzX4kkSHQyD8hoXUGw?mode=read&tenantId=77410195-14e1-4f8b-904b-ab1892023667

After registering, you will receive a confirmation email containing information about joining the meeting.

BIDS WILL ONLY BE ACCEPTED IN THE CURRENCY (USD) FOR INTERNATIONAL BIDDERS AND IN (NPR) FOR NEPALESE BIDDERS. BIDS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: Shankar Prasad Yadav
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: spyadav@unicef.org

Date: 28-07-2023

Approved By: Yanti Rosita Imelda Pasaribu

Date: 28-07-2023
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFP shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFP.

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

The Undersigned, having read the Terms and Conditions of RFP No. LRPS-2023-9184386 set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: ____________________________

Validity of Proposal: ____________________________

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

10 Days 3.0%_______ 15 Days 2.5%_______ 20 Days 2.0%_______ 30 Days Net_______
Other________

Declaration
The undersigned, being a duly authorized representative of the Company, represents and declares that:

1. The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. fraud</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. corruption</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. conduct related to a criminal organisation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. money laundering or terrorist financing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. terrorist offences or offences linked to terrorist activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. sexual exploitation and abuse;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. child labour, forced labour, human trafficking;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 "Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.
<table>
<thead>
<tr>
<th></th>
<th>The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.</td>
</tr>
<tr>
<td>4</td>
<td>The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.</td>
</tr>
<tr>
<td>5</td>
<td>The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (creating a shell company).</td>
</tr>
<tr>
<td>6</td>
<td>The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (being a shell company).</td>
</tr>
</tbody>
</table>
The UNICEF reserves the right to disqualify the Company, suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature:
__________________________________________________

Date:
_____________________________________________

Name and Title:
_____________________________________________

Name of the Company:
___________________________________________

UNGM #:
________________________________________________

Postal Address:
________________________________________________

Email:
_______________________________________________
1. BACKGROUND and JUSTIFICATION

Despite progressive and strong policy and legal frameworks, women and girls in Nepal continue to face challenges to access equal opportunities and exercise their human rights free from violence, discrimination and coercion. Gender disparities persist across various development outcomes, as illustrated by the Global Gender Gap Index (2022) where Nepal ranks 96th out of 146 countries.

Gender-based violence (GBV) and discrimination against women and girls, persons with disabilities, sexual and gender minorities and other marginalized groups remains widespread. According to the Nepal Demographic and Health Survey (NDHS) 2022, one in four (27%) women have ever experienced physical, sexual, or emotional violence by a current or former husband or intimate partner. In addition, one in five (17%) women who ever had a husband or intimate partner experienced physical, sexual, or emotional violence by any husband or intimate partner in the last 12 months. However, most GBV incidents go unreported due to stigma, shame, fear of retaliation, lack of awareness of women’s rights and available support, and limited trust in existing services for GBV survivors.

GBV and harmful practices are deeply rooted in discriminatory social and gender norms that uphold male power and privilege and condone violence against women and girls and persons with non-conforming gender identities. The Multi-Indicator Cluster Survey (MICS) (2019) found that around one third of women (29.5%) and men (29.4%) aged 15-49 years agree that wife beating by a husband is justified under specific circumstances, while 46.5% of women believe that a mother-in-law is justified in verbally abusing and threatening her daughter-in-law. Although the legal age of union for both sexes is 20, more than one third of young women aged 20-24 years (32.8%) surveyed in the MICS 2019 reported that they were married by age 18, and 7.9% were married by age 15. Child brides are more likely to drop out of school, get pregnant early, and suffer domestic violence including dowry-related abuses and violence. In addition, son preference and biased sex selection (abortion of the female fetus) are pervasive, as evidenced by the highly skewed sex ratio at birth of 112 boys for 100 girls.

Furthermore, women and girls face significant barriers to access education, decent work and income-generating opportunities. The Nepal Labour Force Survey 2017 indicates that women’s participation in the labour force remains relatively low compared to men. Despite high male labour migration, the labour force participation rate of women (26.3%) is less than half of the rate of men (53.3%). Women consistently fare worse than men in terms of access to quality jobs, with women being mostly employed in agriculture, forestry and fishing which are low-return employment sectors. There are also notable gender disparities in the mean monthly earnings of men and women. In addition, the Nepal Labor Force Survey 2017 demonstrated that women are disproportionately more involved in unpaid domestic and care work than men (88% of women compared to 38.5% of men). While the number of children aged 5-17 engaged in child labour decreased, the Nepal Child Labour Report 2021 found that girls are more likely to be engaged in child labour (17%) than boys (14%). Women’s economic exclusion starts early with compounding barriers to gain marketable skills and to access opportunities to be gainfully employed. Between ages 15 and 24, twice as many women than men are left out of learning and economic opportunities, according to the Nepal Labour Force Survey 2017.

Additional barriers such as low decision-making power in the household, limited access to sexual and reproductive health information and services, and gaps in political participation and leadership constrain women’s and girls’ ability to fully enjoy their human rights and contribute to society. Despite an increase in the share of women’s representatives at local levels of government, the meaningful participation of women in governance processes remains a challenge to realize gender equality and women’s empowerment (GEWE) in Nepal. Although the Nepali constitution stipulates the inclusion of women in all areas and institutions of the state, the 2017 statistics of the National Women’s Commission show that only 2% of judges and 6% of police are women. Furthermore, only around 20% of media employees are women. Men have a disproportionate amount of power in processing incidents of violence against women and portraying them in the media and public at large. Discrimination against
women is widespread and also has a significant impact on how GBV cases are litigated and adjudicated.

While international donors support the Government of Nepal in addressing GBV, there are limited opportunities for partnership due to the nature and scope of projects being implemented. Furthermore, efforts to address GBV suffer from a lack of coordination among organizations. Fragmented approaches and limited collaboration hinder the effectiveness of interventions. A 2010 mapping of efforts by government and non-government actors in Nepal to address GBV which was conducted by the Asia Foundation, in partnership with the United Kingdom Department for International Development and the Prime Minister's Gender Advisor, counted more than 30 organizations implementing GBV awareness, prevention, advocacy, and support programmes, but with little or no coordination.

Against this backdrop, the Government of Nepal, the Delegation of the European Union (EU) in Nepal and the United Nations (UN) launched the Joint Program (JP) #Empowered Women Prosperous Nepal (Shashakta Mahila, Sambhidha Nepal), to advance gender equality and the empowerment of all women and girls, in line with the national vision of a prosperous and happy Nepal (Vision 2030). The programme is implemented jointly by Participating UN Organizations (PUNO) the United Nations Children Fund (UNICEF), the United Nations Population Fund (UNFPA), the International Labour Organization (ILO) and the United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) in collaboration with federal, provincial and local governments. The JP was designed following an in-depth situation analysis and extensive consultations with a wide range of government institutions, civil society organizations and other stakeholders at federal, provincial and local levels.

The JP seeks to strengthen equal rights and opportunities for women and men by engaging with communities, families, adolescents and men and boys to promote gender-equitable attitudes, norms and behaviours that provide the foundation for increased agency and voice of women and girls. The JP also aims to address the structural barriers that women and girls face in realizing development outcomes, acknowledging the intersecting vulnerabilities, and formal and informal forces leaving half of Nepal's population behind, to ensure that all women, men, girls and boys have equal access to economic, labour and social rights. In addition, the JP will build the capacity of government institutions national human rights institutions, elected female representatives, and women-led and youth-led civil society organizations to promote gender-responsive governance and deliver better development outcomes for women and girls in line with national and international normative frameworks.

Objectives
The overall objective (impact) of the JP is that women and girls in targeted programme locations increasingly enjoy their human rights and realize their full potential free from violence and discrimination. In pursuit of this objective, the programme seeks to address underlying drivers of gender inequality and to invest in accelerators for gender equality. The specific objectives (outcomes) and corresponding outputs of the JP are as follows:

Outcome 1: Men and boys, families and communities demonstrate more gender-equitable behaviors and support for positive social and gender norms that promote GEWE, and women and girls have increased agency and voice.
- Output 1.1: Men and boys have increased capacity to challenge discriminatory social and gender norms and to act as role models that promote positive masculinities.
- Output 1.2: Families and communities have increased capacity to enhance the economic role of women and nurture equitable and non-discriminatory relationships.
- Output 1.3: Women and girls have increased capacity to advocate for gender equality and the rights of women and girls, hold duty bearers accountable for action on GEWE, and challenge discriminatory social and gender norms both individually and collectively.

Outcome 2: Women, men, girls and boys, in all their diversity, access opportunities to exercise their equal economic, labour and social rights.
- Output 2.1: Institutions in programme locations at all levels have the capacity to deliver equitable access to jobs, decent work, social protection and freedom from exploitative forms of work, particularly in the agriculture and forestry sectors.
- Output 2.2: Women and women's groups have the capacity to engage with income-generating opportunities and
resources, in fair and sustainable value chains based on solidarity economy principles.

- Output 2.3: Enhanced capacities of multi-sectoral, essential service providers to deliver quality, survivor-centred and child-sensitive GBV response services.

Outcome 3: Institutions deliver gender equality outcomes in all spheres, in line with international and national normative frameworks.

- Output 3.1: The National Women's Machinery has improved capacity to advance GEWE in line with international/national normative frameworks.
- Output 3.2: Key duty bearers and relevant stakeholders have the capacity to develop, implement and monitor evidence-based laws, policies, strategies and action plans promoting gender equality with an intersectional lens.
- Output 3.3: Youth, women's networks, and civil society organizations have enhanced capacity to influence decision-making, engage in evidence-based civic dialogue/action, and demand accountability and transparency for GEWE.

The logical framework of the JP is included in Annex I.

Target groups
The target groups of the JP include women and girls, men and boys, people who are non-gender conforming, persons with disabilities, families, community leaders, networks and community-based organizations, government and non-government institutions, elected representatives and government officials, as well as other relevant social, economic and political actors in the programme sites. The targeted institutions and civil society actors include government institutions at federal, provincial and local levels, formal market institutions, trade unions, farmer producer organizations, employers' organizations, forest users' groups, cooperatives, women's organizations, youth-led organizations, associations and networks of socially excluded groups (sexual and gender minorities, persons with disabilities, and other marginalized groups), interfaith networks, secondary schools, and the media.

The JP will strive to ensure that target groups are active participants and empowered agents of change, rather than passive recipients in the form of programme beneficiaries. In particular, the JP will work to ensure the inclusion and participation of persons with disabilities and seek to enhance understanding of the way gender and disability intersect, contributing to the social, economic and political exclusion of women and girls with disabilities.

Partners
The JP will collaborate with relevant government institutions at federal, provincial and local levels. At the federal level, the programme will engage with the following line ministries, oversight bodies and accountability mechanisms: Ministry of Women, Children and Senior Citizens; Ministry of Labour, Employment and Social Security; Ministry of Finance; Ministry of Health and Population; Ministry of Home Affairs; Ministry of Federal Affairs and General Administration; Ministry of Law, Justice and Parliamentary Affairs; National Human Rights Commission; National Planning Commission; and National Women's Commission. At the provincial level, the programme will work closely with the ministries of social development, other relevant line ministries and departments, and the provincial planning commissions. At the local level, the programme will jointly implement activities with local authorities, such as mayors, deputy mayors, chief administrative officers and ward officials. Under the framework of the JP, support will be provided to service providers at provincial and local levels (district, municipality and ward), including one-stop crisis management centres and shelters.

The four Participating United Nations Organizations (PUNOs) will implement the activities of the JP in partnership with local non-government organizations. The implementing partner organizations will be selected by the PUNOs during the inception phase of the programme.

Timeframe and geographic scope
The JP is implemented for a period of four years from January 2023 to December 2026 in a total of 31 municipalities in Madhesh, Karnali and Sudurpaschim provinces.
2. PURPOSE AND OBJECTIVES

The purpose of the baseline study is to provide a benchmark against which progress can be measured throughout the programme lifecycle according to key indicators articulated in the programme’s logical framework (Annex 1). At the end of the JP, the study will be replicated to establish endline data against which the baseline data will be compared to assess the effectiveness of the JP. The baseline study will also generate evidence to better calibrate the interventions of the JP.

In line with its purpose, the baseline study has the following objectives:

• To collect data on key indicators defined in the programme’s logical framework, as well as other essential factors that may affect the achievement of the programme’s intended results.
• To establish baseline values for key indicators in the programme’s logical framework and support the definition of realistic indicator targets for the programme’s lifetime.
• To assess the current situation of target populations in the programme sites, including similarities and differences that may affect the implementation of the programme and the achievement of results.
• To provide a set of evidence-based recommendations to inform programme implementation, monitoring and evaluation.

3. SCOPE OF WORK

The scope of the assignment is to undertake a baseline study for the JP in line with the programme’s logical framework and indicators, with a particular focus on indicators at outcome and impact level. The research firm/organization (national and International) will be responsible for conducting the baseline study by designing the overall methodology including the sampling, data collection methods and tools, providing training to the data collectors, data collection and quality assurance, data analysis, preparation of a final baseline study report and a baseline study brief.

The assignment will include primary data collection in a sample of programme municipalities in Madhesh Province, Karnali Province and Sudurpaschim Province, as well as a review of secondary data to corroborate primary data. Data will be collected from a wide range of stakeholders, including women, men, families, adolescents, their parents and caregivers, persons with disabilities, sexual and gender minorities, service providers and other stakeholders to provide information to track progress on key indicators of the programme’s logical framework and identify factors that may affect the success of the planned activities.

The main audience and intended users of the baseline study are the decision-makers and programme managers of the JP, the staff of implementing partners delivering the programme, government stakeholders at federal, provincial and local levels, and the EU Delegation to Nepal. The results of the baseline study will be disseminated as appropriate, using traditional and digital communication channels.

4. METHODOLOGY:

The baseline study should adopt the following methodology to provide a comprehensive assessment of the current situation of the target populations of the JP, and establish a robust basis against which progress can be measured and the impact of the programme assessed during the end-line study.

Study design
The baseline study will utilize a quasi-experimental design with a comparison group form the same area to allow the JP to compare changes in the target municipalities of the programme with changes in similar municipalities where the programme is not implemented. The study will employ a mixed-method approach, combining quantitative and
Data collection should include, but may not be limited to, the following quantitative and qualitative data collection methods:

- Desk review. A review of programme documents; the literature on GEWE in Nepal; relevant national household surveys (Nepal Population and Housing Census 2021, NDHS 2022, NMICS 2019, Nepal Labor Force Survey 2017, Survey of the Nepali People 2022, World Values Survey, etc.); and laws and policies to promote women’s economic empowerment, to bolster their political leadership and participation in public life, and to end gender-based violence at all three levels of government (federal, provincial and local). The desk review may also require the collection of secondary data from municipalities targeted by the programme.

- Survey. A structured household survey will be conducted to collect quantitative data. The survey questionnaire will be developed based on the key indicators articulated in the programme’s logical framework, and internationally recognized and validated measurement tools. The survey questionnaire should include questions to measure the presence and strength of discriminatory social and gender norms, including descriptive and injunctive norms. The questionnaire may include vignettes, scales and indices used in international studies to measure gender-equitable attitudes, beliefs and norms. Trained data collectors from diverse backgrounds will administer the survey using mobile devices to facilitate data collection and ensure timely, accurate and quality data is collected.

- Focus group discussions. 27 Focus group discussions (FGDs) are expected to be completed within selected 9 municipalities and to be conducted as part of the qualitative data collection process in the baseline study. The FGDs will be designed to encourage open and interactive discussions among participants, allowing for the exploration of shared experiences, opinions, enablers and barriers related to the outputs, outcomes and overall objective of the JP. A semi-structured guide will be developed for the FGDs that includes a set of open-ended questions and prompts that address essential themes and issues covered by the JP. Each FGD will be facilitated by a skilled moderator and co-moderator who have experience in conducting FGDs. The moderator will lead the discussion, while the co-moderator will take notes. The FGDs should be audio-recorded with the participants’ consent and notes taken to complement the audio-recordings. The audio recordings should be transcribed and translated for data analysis.

- Key informant interviews. Key informant interviews (KIIs) will be conducted to collect qualitative data for the baseline study, at least 10 individuals from diverse group such as gender, age, caste/ethnicity, marital status, disability status, education, geographic location, etc. of each sample municipalities. The KIIs will provide an opportunity to gather in-depth information on factors that drive or hinder the achievement of the JP’s outputs, outcomes and overall objective. A semi-structured interview guide will be developed with open-ended questions and prompts designed to explore essential themes and issues of the JP. The KIIs will be audio-recorded, with the informants’ consent, and notes will be taken during the interviews to complement the audio-recordings. The audio recordings should be transcribed and translated for data analysis.

The data collection tools should include a set of common questions on the socio-demographic characteristics of participants (gender, age, caste/ethnicity, marital status, disability status, education, geographic location, etc.) to identify similarities and differences between various population groups. The Washington Group on Disability Statistics short set of questions on functioning should be included in all the data collection tools.

The quantitative and qualitative data collection tools should be pre-tested prior to launching field work, and the tools refined and revised based on the experiences of the pre-testing in the field. In addition, same-sex data collection should be ensured due to the sensitivity of GEWE issues in the context of Nepal. Reasonable accommodation should be provided for the special needs of data collectors and study participants with disabilities.

Table I below provides an overview of all the higher-level indicators included in the logical framework of the JP, as well as the proposed methods for data collection. At a minimum, the baseline study should collect quantitative and/or qualitative data for the indicators marked with an asterisk (*).
Overview of impact and outcome indicators

Result: Impact: Women and girls in targeted programme locations increasingly enjoy their human rights and realize their full potential free from violence and discrimination.

Indicators
Indicator 1: Proportion of ever-partnered women and girls aged 15 years and older subjected to physical, sexual or psychological violence by a current or former intimate partner in the previous 12 months*
Proposed Method: Survey, KII

Indicator 2: Proportion of the working population in employment*
Proposed Method: Survey

Indicator 3: Proportion of population covered by social protection systems*
Proposed Method: Survey, FGD

Indicator 4: Proportion of positions held by women in national and local institutions, including (a) the legislatures (federal, provincial and local) and (b) judiciary c) civil service*
Proposed Method: Desk Review

Result: Outcome 1: Men and boys, families and communities demonstrate more gender-equitable behaviours and support for positive social and gender norms that promote GEWE, and women and girls have increased agency and voice.

Indicators:
Indicator 1.1: Proportion of time spent (percentage of 24-hour day) on unpaid domestic and care work*
Proposed Method: Survey, FGD, KII

Indicator 1.2: Percentage of men and women age 15-49 who agree that a husband is justified in hitting or beating his wife for specific reasons*
Proposed Method: Survey, FGD, KII

Indicator 1.3: Extent to which women's and girls' rights organizations, and women human rights defenders are able to work undeterred (EU-GAPIII indicator)*
Proposed Method: KII, FGD

Result: Outcome 2: Women, men, girls and boys in all their diversity access opportunities to exercise their equal economic, labour and social rights.

Indicators
Indicator 2.1: Average daily earnings of female and male employees supported by the programme*
Proposed Method: Survey, KII

Indicator 2.2: Number of individuals that have started and/or developed their economic units and collectives, including in green sectors
Proposed Method: FGD, KII

Indicator 3: Number of individuals who benefit from essential services, including multi-sectoral GBV services, and social protection measures promoted by the programme (EU-GAPIII indicator)*
Proposed Method: Survey, KII, desk review

Result: Outcome 3: Institutions deliver gender equality outcomes in all spheres, in line with national and
Indicator 3.1: Number of laws, strategies, policies and/or action plans that were adopted or implemented to advance GEWE, supported by the programme*
Proposed Method: Desk review, KII

Indicator 2: Number of laws and policies where recommendations made by women's rights organizations/youth organizations/LGBTIQ+ have been taken on board by government bodies at all levels during the drafting or revision process, with support of the programme (EU-GAP III indicator)*
Proposed Method: Desk review, KII

Sampling strategy
For the quantitative survey, a multi-stage cluster sampling is proposed. A probability-proportionate-to-size sampling approach should be used to select the households within the clusters. The primary domain of analysis for the indicators will be the Palika (Palikas with three categories mentioned below), and the primary study population to be considered during the sampling are men and women aged 15-49 in target and non-target municipalities of the JP. The sample size should have enough power to generate statistically significant findings at district level (Same as above) for these groups. The sample size calculation should use a 95% confidence level and consider design effect as well as non-response rate. The research firm/organization should propose an acceptable margin of error which is not higher than 5%. Sample municipalities (at least 3 in each province) must be representative of three provinces, 3 categories (better performing, moderately performing, low performing among the identified municipalities as mentioned in annex.

The JP will support the delivery of the Rupantaran life skills programme for adolescents in secondary schools in the targeted municipalities (1-2 per municipality in Tier 1) to empower them to make challenge harmful social and gender norms and make informed choices about their bodies and lives. A sample from these schools should be drawn to provide insights into the pre-programme conditions in those schools. Similarly, the JP will support the capacity development of one one-stop crisis management centre and one safe house per district to strengthen the response to gender-based violence. The research firm/organization is expected to sample all of these service delivery points for the study. The sampling of schools and service delivery points will be finalized in consultation with the PUNOs before the field work.

For qualitative data collection (FGDs and KIIs), a purposive sampling approach will be used. The sample size should ensure representation of diverse target groups of the JP, to include a wide range of perspectives and opinions. Participants who can provide valuable insights into specific aspects related to the outputs, outcomes and overall objective of the JP, and complementary data to triangulate survey data on the key indicators of the programme's logical framework should be included. The sample selection should also ensure diversity in terms of gender, age, caste/ethnicity, marital status, municipality, education, disability status, and other relevant characteristics. Efforts should be made to include marginalized groups with intersecting vulnerabilities, such as lower-caste women and girls with disabilities, to capture complex dynamics of discrimination and exclusion.

Data analysis
The quantitative data will be analyzed using appropriate statistical software. The research firm/organization will calculate descriptive statistics for the key indicators defined in the programme's logical framework and factors that may affect progress on these indicators over the course of the JP. A comparative analysis will be conducted to identify differences and commonalities between the target populations in the intervention group (programme sites) and the comparison group (non-programme sites). Inferential statistical tests will be employed to assess the statistical difference in observed differences in key indicators and mediating factors. This analysis will help better understand potential changes observed during the endline study. Bivariate and multivariate analysis will be conducted to control for potential confounding variables and assess the relationship between different variables.
The key indicators set in the programme’s logical framework to measure its overall objective and outcomes will serve as dependent variables (outcome variables), while the socio-demographic characteristics of the study participants will be included as the independent variables (predictor variables). This analysis will provide insights into risk factors among the target populations to better inform the interventions of the JP.

Thematic analysis will be employed to analyze the qualitative data. The data from FGDs and KIs will be transcribed, coded and organized into themes and sub-themes. Both inductive and deductive approaches to coding will be used to develop a codebook that will be followed during data analysis. Deductive codes will form the basis of the codebook to identify patterns, commonalities, and divergences in the data, while inductive codes will be added to account for unanticipated themes emerging from the data. An inter-rater reliability assessment will be performed to ensure consistent coding across individuals conducting data analysis, with repeated testing and training as needed. The thematic analysis will generate in-depth insights into the experiences, perspectives and contextual factors around the target populations to better inform the interventions of the JP. It will also shed light on similarities and differences in key themes according to socio-demographic characteristics of study participants through comparative analysis of the coded data. Appropriate software will be used to conduct the qualitative data analysis.

Qualitative findings will be compared to those of the quantitative data analysis, potentially generating additional quantitative or qualitative analyses to validate the findings or to further explore aspects that were unanticipated.

Triangulation
The quantitative and qualitative findings will be integrated to provide a comprehensive understanding of the baseline situation. Triangulation of data from diverse sources will be conducted to corroborate the findings and ensure their reliability and validity. The qualitative data will provide contextual depth and contribute to the interpretation and explanation of quantitative results. Furthermore, throughout data analysis, findings will be corroborated with data from secondary sources, such as other research studies and national household surveys.

Quality assurance
Rigorous quality assurance measures will be implemented to maintain credibility and reliability at all stages of the baseline study. These measures will include:
- Adequate training for data collectors and supervisors, including on the purpose and objectives of the study, quantitative and qualitative data collection techniques, probing strategies, ethical considerations, and standardized data collection procedures. The training should be interactive and integrate practical exercises.
- Pre-testing of quantitative and qualitative data collection tools with a small sample of participants representing the study population. Feedback from the pre-testing will be used to refine and improve the data collection tools, ensuring clarity, relevance and appropriateness.
- Standardized data collection procedures that provide clear instructions on participant selection, informed consent, data collection techniques, and data management. Training and supervision will ensure that these procedures are consistently followed by all data collectors.
- Supervision and monitoring of field work by experienced supervisors to ensure the quality and consistency of data collection. The supervisors will conduct spot-checks to observe data collectors (at least 20%), review completed surveys, audio-recordings and transcripts of FGDs and KIs (at least 20%), provide feedback and backstopping support to data collectors, and address any questions or concerns that may arise during the data collection process. Representatives of PUNOs may join the supervisors during spot-checks.
- Robust data management procedures to ensure the security, accuracy and confidentiality of the collected data. This will include the development of a data management plan that outlines data storage, backup, and security measures. In addition, data entry procedures will be established to minimize errors, and regular quality checks will be conducted to identify and resolve any data entry discrepancies. Data will be securely stored and accessible only to authorized personnel.
- Independent analysis of a subset of data by another analyst to validate the results obtained by different analysts, including inter-rater reliability checks for qualitative data analysis. Any discrepancies will be discussed and resolved through consensus, ensuring the integrity of the analysis.
- A reference group consisting of diverse stakeholders the JP (incl. technical experts in the areas of GEWE and
monitoring and evaluation of the four PUNOs) will be invited to review the inception report of the baseline study which outlines the study design and methodology, attend the debriefing on the preliminary findings of the study upon completion of field work, and review the draft baseline study report. The comments and feedback of the reference group will be considered and incorporated into the final analysis, to enhance the credibility and utility of the study.

- Regular meetings among the research team and between the lead researcher and the Monitoring and Evaluation Officer within the Joint Programme Coordination Unit who will manage the study, review progress, address challenges and ensure data quality. These meetings will provide an opportunity to review the study’s implementation, identify areas for improvement, and share experiences and lessons learned. Minutes of these meetings will be taken to serve as a record of decisions made, actions taken, and changes implemented throughout the study.

ETHICAL CONSIDERATIONS


The research firm/organization must ensure ethical clearance for the baseline study from the Nepal Health Research Council (NHRC). Adequate time and resources should be factored into the timelines and budget of the study to prepare the submission to the NHRC and process the request for ethical clearance.

The following ethical considerations should guide the baseline study, from design to data collection and analysis, reporting and dissemination:

- Informed consent. Ensuring informed consent is a fundamental requirement of the baseline study to comply with ethical standards and principles for research with human subjects. Participants should be provided with clear information about the purpose, procedures, potential risks, and benefits of the study. They should make an informed choice to participate in the baseline study, and their consent should be obtained voluntarily, without any coercion or undue influence.

- Voluntary participation and withdrawal. Participation in the study should be voluntary, and participants should have the right to withdraw from the study at any stage without facing any negative consequences. The data collectors should inform participants of their right to withdraw when obtaining informed consent.

- Confidentiality and privacy. Respecting the confidentiality and privacy of participants is crucial. All data collected should be treated with strict confidentiality and stored securely. Personally Identifiable Information should be anonymized to protect participants’ identities. Only authorized individuals involved in the study should have access to the data.

- Do no harm. The study should prioritize the well-being and safety of participants. Measures should be taken to minimize any potential harm or distress to participants. Sensitivity to gender equality, social inclusion and the cultural contexts should be maintained throughout the study, and appropriate support mechanisms put in place to address any potential adverse effects, such as referrals to psychosocial support and counselling for participants who disclose violence.

- Non-discrimination. The study should uphold the principles of non-discrimination and treat all participants equally and fairly, regardless of their gender, age, caste, ethnicity, sexual orientation, disability, or any other characteristic. Data collectors should strive to create a safe and inclusive environment that respects the diversity and intersectionality of participants’ identities and experiences.

- Protection from sexual exploitation and abuse (PSEA). Any individuals including participants/respondents should not be exploited or subjected to sexual abuse or harassment or any forms of abuse by individuals engaged in the study including enumerators, supervisors or other staff/personnel. In line with the United Nations Protocol on...
Allegations of Sexual Exploitation and Abuse, measures to prevent, investigate and respond to sexual exploitation and abuse (SEA) must be put in place. Failure to comply with the protocol can result in termination of the agreement with the UN. All individuals involved in the study will need to complete the United Nations Sexual Exploitation and Abuse training, or provide proof of completion of an equivalent training.

- Transparency and accountability. The study should be conducted with the highest possible degree of transparency. The study methodology should be documented transparently to allow stakeholders assess the rigour and validity of the study. The limitations of the study should be acknowledged transparently to ensure that stakeholders have a realistic understanding of the study’s credibility and utility. As far as possible and ethically appropriate, open access to de-identified data should be provided, to allow stakeholders to scrutinize the findings and potentially contribute to further analysis. In addition, findings should be reported accurately and transparently, without misrepresentation. Participants should also have an opportunity to receive feedback on the study’s findings.

5. ACTIVITIES, TASKS, AND EXPECTED TIMELINE

The baseline study will unfold in four phases (inception phase; data collection phase; data analysis and reporting phase; dissemination phase) which will lead to the development of distinct deliverables. Table II below provides an overview of the key activities to be carried, and the deliverables and tentative timelines for each phase in the baseline study process.

Overview of activities/tasks, timelines and deliverables

Activities/tasks: 1. Inception phase

Expected deliverables:
1.1 Desk review of programme documents and other relevant background documents
Estimated number of days required: 5 days
Timelines: September 2023

1.2 Meetings with relevant staff of PUNOs to gain a sound understanding of the context of the study, as required
Estimated number of days required: 2 days
Timelines: September 2023

1.3 Preparation of draft inception report (incl. approach and methodology, sampling, study/research protocol and ethical procedures, consent and assent forms, data collection tools, data quality assurance plan, field work plan, etc.)
Expected deliverables: Draft inception report
Estimated number of days required: 10 days
Timelines: September 2023

1.4 Review of draft inception report by reference group
Estimated number of days required: 10 days
Timelines: September 2023

1.5 Development of final inception report (incl. annexes), integrating comments of the reference group
Expected deliverables: Final inception report
Estimated number of days required: 5 days
Timelines: September-October 2023

Activities/tasks: 2 Data collection phase
Expected deliverables
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Ethical review and approval by the NHRC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: October 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Pre-testing of the data collection tools (quantitative and qualitative)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 12 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: October 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Adaptation of data collections tools (quantitative and qualitative) based on pre-test, and translation into relevant local languages, as required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 2 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: October 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Training of data collectors and supervisors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 10 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: October 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Finalization of field work plan and consultation with PUNOs, as well as provincial and local governments to make logistical arrangements for data collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 5 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: October-November 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Implementation of field work plan (data collection through surveys, FGDs, KIIIs and other methods)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 40 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: November-December 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>Submission of the preliminary findings on target performance indicators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 40 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: December 2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activities/tasks</td>
<td>3. Data analysis and reporting phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expected deliverables</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Data cleaning, processing and analysis</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 40 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: January 2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Preparation of draft baseline study report (excl. executive summary and annexes)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expected deliverables: Draft baseline study report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 12 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: February 2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Presentation of preliminary baseline study findings to the reference group and other stakeholders from the UN, the Government and other development partners to seek feedback and validate findings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expected deliverables: Presentation of preliminary baseline study findings (PowerPoint)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 1 day</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: March 2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Review of draft baseline study report by the reference group</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated number of days required: 5 days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timelines: March 2024</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Development of final baseline study report (incl. executive summary and annexes), integrating the comments of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
the reference group
Expected deliverables: Final baseline study report
Estimated number of days required: 8 days
Timelines: March 2024

Activities/tasks: 4. Dissemination phase
Expected deliverables
4.1 Development of draft baseline study brief
Expected deliverables: Draft baseline study brief
Estimated number of days required: 3 days
Timelines: April 2024

4.2 Review of draft baseline study brief by PUNOs
Estimated number of days required: 5 days
Timelines: April 2024

4.3 Development of final baseline study brief, integrating comments of PUNOs
Expected deliverables: Final baseline study brief (English and Nepali)
Estimated number of days required: 3 days
Timelines: April 2024

4.4 Copy-editing and graphic design of final baseline study report and baseline study brief
Estimated number of days required: 12 days
Timelines: 30 April 2024

4.5 Development of presentation of final baseline study findings in consultation with PUNOs
Estimated number of days required: 2 days
Timelines: May 2024

4.6. Presentation of final baseline study findings to the reference group and other stakeholders from the UN, the Government and other development partners, and dissemination of baseline study brief
Expected deliverables: Presentation of final baseline study findings (PowerPoint)
Estimated number of days required: 1 day
Timelines: May 2024

Total Expected Deliverables: 5
Estimated number of days required: 188 day
Timelines: 9 months

Based on the information included in the table above, the research firm/organization will propose a detailed work plan with appropriate timelines to complete the deliverables of the baseline study, using a GANTT chart format. The expected man-days input of experts is around 410.

6. DURATION:
The baseline study is expected to be implemented for a period of 9 months from September 2023 to May 2024.

7. WORKING LOCATIONS:
Data collection for the baseline study will take place in a sample of the programme sites. The JP is implemented in
30 municipalities across 16 districts in Madhesh, Karnali and Sudurpaschim provinces as mentioned in table 3.

The JP employed a clustered approach in the selection of municipalities for programming. The JP distinguishes between Tier 1 municipalities where all four PUNOs will implement activities and Tier 2 municipalities where only some of the PUNOs will be active. Of the total of 30 municipalities, a maximum of 10 municipalities will be classified as Tier 1 municipalities, while the remaining 21 municipalities will be classified as Tier 2 municipalities.

Municipalities in Tier 1 are intended to benefit from a focused set of activities that span all the outputs and outcomes of the JP, to generate a multiplying effect. In addition, particular emphasis will be placed on interventions under Outcome 1 to enhance the voice and agency of women and girls and change harmful social and gender norms. Municipalities in Tier 2 will receive limited interventions under selected outputs and outcomes of the JP only. In those municipalities, interventions under Outcome 1 will be limited. As the implementation of the programme follows an iterative process, municipalities may shift tiers over the course of the programme, based on lessons learned, government engagement, and opportunities for maximizing impact.

An overview of municipalities according to district and province where the JP is implemented is provided in Table III below:

### Target areas of the joint programme

<table>
<thead>
<tr>
<th>No.</th>
<th>Province</th>
<th>District</th>
<th>Municipality</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Madhesh</td>
<td>Dhanusha</td>
<td>Janakpur Sub-Metropolitan City</td>
</tr>
<tr>
<td>2</td>
<td>Madhesh</td>
<td>Dhanusha</td>
<td>Nagarain Municipality</td>
</tr>
<tr>
<td>3</td>
<td>Madhesh</td>
<td>Parsa</td>
<td>Chhipaharmai Rural Municipality</td>
</tr>
<tr>
<td>4</td>
<td>Madhesh</td>
<td>Parsa</td>
<td>Bindabasini Rural Municipality</td>
</tr>
<tr>
<td>5</td>
<td>Madhesh</td>
<td>Parsa</td>
<td>Pakaha Mainpur Rural Municipality</td>
</tr>
<tr>
<td>6</td>
<td>Madhesh</td>
<td>Parsa</td>
<td>Birgunj Municipality</td>
</tr>
<tr>
<td>7</td>
<td>Madhesh</td>
<td>Bara</td>
<td>Adarsha Kotwal Rural Municipality</td>
</tr>
<tr>
<td>8</td>
<td>Madhesh</td>
<td>Rautahat</td>
<td>Baudhima Municipalitat</td>
</tr>
<tr>
<td>9</td>
<td>Madhesh</td>
<td>Rautahat</td>
<td>Yamunamai Rural Municipality</td>
</tr>
<tr>
<td>10</td>
<td>Madhesh</td>
<td>Saptari</td>
<td>Agnishar Krishna Savaran Rural Municipality</td>
</tr>
<tr>
<td>11</td>
<td>Madhesh</td>
<td>Straha</td>
<td>Nawarajpur Rural Municipality</td>
</tr>
<tr>
<td>12</td>
<td>Madhesh</td>
<td>Straha</td>
<td>Sakhruwanankarkatti Rural Municipality</td>
</tr>
<tr>
<td>13</td>
<td>Karnali</td>
<td>Surkhet</td>
<td>Birendranagar</td>
</tr>
<tr>
<td>14</td>
<td>Karnali</td>
<td>Surkhet</td>
<td>Chaukune</td>
</tr>
<tr>
<td>15</td>
<td>Karnali</td>
<td>Dalekh</td>
<td>Dullu Rural Municipality</td>
</tr>
<tr>
<td>16</td>
<td>Karnali</td>
<td>Dalekh</td>
<td>Bhairabi</td>
</tr>
<tr>
<td>17</td>
<td>Karnali</td>
<td>Dalekh</td>
<td>Narayan Municipality</td>
</tr>
<tr>
<td>18</td>
<td>Karnali</td>
<td>Dalekh</td>
<td>Mahabu</td>
</tr>
<tr>
<td>19</td>
<td>Karnali</td>
<td>Kalikot</td>
<td>Kalka</td>
</tr>
<tr>
<td>20</td>
<td>Karnali</td>
<td>West</td>
<td>Rukum Sannibheri</td>
</tr>
<tr>
<td>21</td>
<td>Karnali</td>
<td>Dolpa</td>
<td>Thulbheri</td>
</tr>
<tr>
<td>22</td>
<td>Sudurpaschim</td>
<td>Kailali Dhangadhi Sub-Metropolitan City</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Sudurpaschim</td>
<td>Kailali Chure Rural Municipality</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Sudurpaschim</td>
<td>Kailali Godawari Municipality</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Sudurpaschim</td>
<td>Doti Jorayal Rural Municipality</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Sudurpaschim</td>
<td>Doti Dipayal Silgudi</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Sudurpaschim</td>
<td>Kanchanpur Belauri Municipality</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Sudurpaschim</td>
<td>Bajhang Thalara Rural Municipality</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Sudurpaschim</td>
<td>Bajhang Khaptadchhanna Rural Municipality</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Sudurpaschim</td>
<td>Bajhang Masta Rural Municipality</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Sudurpaschim</td>
<td>Bajura Khaptad Chhededaha Rural Municipality</td>
<td></td>
</tr>
</tbody>
</table>
8. DELIVERABLES:

The baseline study will include the following key deliverables:

- Draft and final inception reports (incl. annexes) (English).
- Presentation of preliminary baseline study findings (PowerPoint) (English).
- Draft and final baseline study report (incl. executive summary and annexes) (English).
- Baseline study brief (English and Nepali).
- Presentation of final baseline study findings (PowerPoint) (English).

All the deliverables will be drafted in English unless otherwise specified in these terms of reference (see baseline study brief) and submitted in electronic format to the Monitoring and Evaluation Officer within the Joint Programme Coordination Unit.

In addition to these deliverables, the research firm/organization should submit raw and clean datasets (csv, Excel, SPSS or STATA compatible formats), output files of generated statistics, data files for qualitative analysis (Nvivo or other format), and codebooks.

9. BUDGET AND PAYMENT MODALITIES:

The costs of the baseline study include:

- The execution of the baseline study as described in these terms of reference. This includes costs for reasonable accommodation of data collectors and study participants with disabilities and other expenses as defined in the terms of reference associated with the copy-editing, graphic design (final baseline study report and brief) and translation (quantitative and qualitative data collections tools and final baseline study brief).
- The travel costs for participation in the meetings in Kathmandu to present the preliminary baseline study findings, and to present the final baseline study findings and disseminate the baseline study brief, as well as all the field visits/work (incl. potential costs for interpretation). Travel expenses will be calculated and paid as per UNICEF policy following the final sampling of sites for field work. An estimate of the travel expenses should be included in the financial proposal to ensure that all the activities of the baseline study are covered within the budget allocated for the baseline study.

The payment modalities for the baseline study are specified below:

Deliverable
10% of total contract value upon satisfactory completion of Acceptance of Final inception report (incl. annexes)
In reference to items 1.1-1.5 table II

30% of total contract value upon satisfactory completion of Acceptance of Presentation of preliminary baseline study findings
In reference to items 2, 3.1-3.3

40% of total contract value upon satisfactory completion of Acceptance of Final baseline study report (incl. executive summary and annexes) (designed and formatted)
In reference to Items 3.4, 3.5

20% of total contract value upon satisfactory completion of Acceptance of Presentation of final baseline study findings (designed and formatted) and baseline study brief (designed and formatted) In reference to items 4.1-4.6
All the individual deliverables are to be invoiced at the end of the phase during which they are to be completed, as outlined in Section 8. Deliverables above.

10. MANAGEMENT AND GOVERNANCE:

The Monitoring and Evaluation Officer of the Joint Programme Coordination Unit will be responsible for the management of the baseline study and provide supervision and guidance to the research team. The Monitoring and Evaluation Officer will also be responsible for ensuring the quality, independence, utility and timely completion of the baseline study.

The Monitoring and Evaluation Officer will review all the baseline study deliverables and provide substantial comments and feedback for quality assurance purposes. The Monitoring and Evaluation Officer will also formally approve all the deliverables of the baseline study. In addition, the Monitoring and Evaluation Officer will support the dissemination of the baseline study results and contribute to learning and knowledge-sharing within the programme, based on the results of the baseline study.

The Monitoring and Evaluation Officer may also participate in selected steps of the inception and data collection phases to observe and monitor the execution of the baseline study, including the pre-testing of the data collection tools, the training of data collectors and supervisors, and spot-checks of surveys, FGDs, KIs and other qualitative data collection, as required.

The Monitoring and Evaluation Officer will chair the reference group and organize its meetings.

Reference group
The progress of the baseline study will be followed closely by the reference group consisting of staff of the four PUNOs as well as other stakeholders who are directly interested in the results of the baseline study. The reference group will serve as an advisory body that will provide technical input at key milestones in the baseline study process to ensure the development of a high-quality study. The main responsibilities of the reference group are to:

- Provide feedback and comments on the draft terms of reference of the baseline study;
- Review the draft inception report and provide feedback and comments;
- Review the draft baseline study report and provide comments and feedback from a technical expert perspective;
- Identify documents and background information to be reviewed by the research team and facilitate their access to data sources (respondents, administrative data and other information), as required;
- Participate in the meeting with the research team to present the preliminary findings of the baseline study, the meeting to disseminate the final findings of the baseline study in Kathmandu, and other meetings, as required;
- Provide guidance on and support the internal and external dissemination of the baseline study findings and facilitate the use of the findings in the implementation of the programme.

11. QUALIFICATIONS AND EXPERIENCE REQUIRED:

The baseline study will be carried out by a research firm/organization that will have at least 5 years of similar working experience and be able to deploy a multidisciplinary team that is externally recruited. The team members (and the research firm/organization for which they work) will not have been involved in the design, implementation and monitoring of the programme, nor will they have any other conflict of interest that may bias the study. The core research team will consist of at least:

- 1 experienced team leader with a PhD and at least 10 years of experience working in international development, with a particular focus on GEWE, the prevention and response to gender-based violence or harmful practices, including previous experience in leading baseline studies of complex gender projects and programmes.
The core research team will collectively have the following expertise and experience:

- Extensive experience in conducting baseline/end-line studies, research, reviews and/or evaluations of complex projects and programmes to advance GEWE, including to end gender-based violence and harmful practices.
- Familiarity with the work of the UN on GEWE.
- Demonstrated ability to use a wide range of quantitative and qualitative data collection methods, including methods and measures to track gender and social norms (descriptive and injunctive) change, such as body mapping, gender boxes, social network mapping, vignettes, and gender equality scales and indices.
- Demonstrated ability to integrate human rights and gender equality throughout research processes, including study design, data collection and analysis, and the dissemination of study results.
- Technical expertise in (i) gender equality and human rights; (ii) disability and inclusion; (iii) gender-based violence; (iv) social norms and behaviour change; (v) political participation and leadership of women; (vi) economic empowerment of women; (vii) civil society capacity development; and (viii) local governance.
- Sound understanding of the federal government system in Nepal, challenges and opportunities in the devolution of power, the functioning of local and provincial governments and their capacity for gender-responsive policymaking.
- Excellent analytical skills.
- Excellent communication skills (written and spoken) in English.
- Excellent communication skills (written and spoken) in Nepali and other local languages spoken in the study sites to facilitate data collection, transcription, and data analysis.

In addition, the core research team will have the following qualifications:

1. Excellent analytical and communication skills.
2. Extensive experience in conducting baseline/end-line studies, research, reviews and/or evaluations of complex projects and programmes to advance GEWE, including to end gender-based violence and harmful practices.
3. Technical expertise in (i) gender equality and human rights; (ii) disability and inclusion; (iii) gender-based violence; (iv) social norms and behaviour change; (v) political participation and leadership of women; (vi) economic empowerment of women; (vii) civil society capacity development; and (viii) local governance.
4. Sound understanding of the federal government system in Nepal, challenges and opportunities in the devolution of power, the functioning of local and provincial governments and their capacity for gender-responsive policymaking.
5. Excellent analytical and communication skills.
6. Extensive experience in conducting baseline/end-line studies, research, reviews and/or evaluations of complex projects and programmes to advance GEWE, including to end gender-based violence and harmful practices.
7. Technical expertise in (i) gender equality and human rights; (ii) disability and inclusion; (iii) gender-based violence; (iv) social norms and behaviour change; (v) political participation and leadership of women; (vi) economic empowerment of women; (vii) civil society capacity development; and (viii) local governance.
8. Sound understanding of the federal government system in Nepal, challenges and opportunities in the devolution of power, the functioning of local and provincial governments and their capacity for gender-responsive policymaking.

The CVs of the core research team members, except the quantitative and qualitative data collectors, should be included in the baseline study proposal.

12. ELIGIBILITY OF BIDDERS

This assignment is open for all eligible bidders that comply with the following:

- A bidder must be a legally registered company in Nepal or outside Nepal with a proven record of accomplishment to deliver the requested services as per the terms of reference and have legal capacity to enter into a contract with UNICEF to deliver the services in the country, or through an authorized representative.
- A bidder must not have a conflict of interest regarding the solicitation process or with the terms of reference. Bidders found to have a conflict of interest will be disqualified.
- At the time of the submission of the proposal, the bidder is not under procurement prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.

13. Application and evaluation process:
Interested research firms/organizations are requested to submit a proposal based on the terms of reference. The proposal should consist of i) a technical proposal and ii) a financial proposal. The proposal should be written in English.

A two-stage procedure will be utilized in assessing the proposals. The technical proposal will be reviewed first, followed by a review of the financial proposal of technically compliant applications. The proposal obtaining the highest overall score after adding the scores for the technical and financial proposals together, and offers the best value for money will be recommended for award of the contract.

Technical proposal
A technical proposal should be submitted in response to the requirements outlined in the terms of reference, ensuring the purpose, objectives, scope and deliverables of the assignment are addressed. The technical proposal should include, but not be limited to, the following:

A. Understanding of the purpose and objectives of the study
   - Background/context of the study.
   - Purpose and objectives of the study.
B. Methodology
   - Study design.
   - Key areas of inquiry, concepts and indicators to be measured.
   - Data collection methods and tools (quantitative and qualitative)
   - Sampling design and sample size.
   - Pre-testing of data collection tools.
   - Data processing and management.
   - Data analysis (quantitative and qualitative).
   - Quality assurance.
   - Ethical considerations.
C. Field work process
   - Training of data collectors and supervisors.
   - Roll-out of field work.
D. Work plan and time frame
   - Detailed overview of key activities, milestones and deliverables by study phase.
   - Proposed person days for each activity, milestone and deliverable.
   - GANTT chart illustrating the schedule of the study.
E. Resource plan and research team
   - Composition of research team, including names, functions, profiles, roles and responsibilities (incl. CVs of research team members).
   - Organogram/organization chart illustrating reporting lines and description of the team structure.
F. Profile of the organization
   - Brief description of the organization.
   - Explanation of available expertise on GEWE.
   - Examples of three similar studies undertaken (incl. title of study, year and duration of study, scope of study, outcome of study, and reference/contact person).
   - Copy of required legal registration and/or certifications.
   - Copy of organizational policy on PSEA and other relevant materials related to PSEA.

Financial proposal
A financial proposal should be submitted alongside the technical proposal that provides a breakdown of all costs that are to be charged to UNICEF, based on the deliverables outlined in these terms of reference. The financial proposal should indicate budget in NPR/USD. The financial proposal should include, but not be limited to, the following:
Price for preparation of inception report (incl. human resources, meetings, travel costs, accommodation, food, incidentals, and any other associated costs)

- Price for the quantitative survey according to the proposed sample size (incl. human resources, translation costs, ethical clearance supplies, meetings, travel costs, accommodation, food, incidentals, and any other associated costs).
- Price for complementary qualitative data collection according to the proposed sample size (incl. human resources, translation costs, ethical clearance supplies, meetings, travel costs, accommodation, food, incidentals, and any other associated costs).
- Price for data analysis and reporting writing (incl. human resources, transcription and translation, meetings, copy-editing, graphic design, and any other associated costs).
- Price for baseline study report dissemination (incl. human resources, workshop costs, and any other associated costs).
- A report of a financial audit that was carried out by a certified audit organization in the past three years.

The technical and financial proposal must be signed by the bidders' relevant authority, and submitted separately in electronic format via email, clearly labelled as technical and financial proposal.

14. EVALUATION AND WEIGHTING CRITERIA:

Submitted proposals will be assessed using cumulative analysis method. The maximum score of a proposal will be 100 points, with a maximum of 80 points for the technical proposal and a maximum of 20 points for the financial proposal. The following weightage will be applied for the assessment of the technical and financial aspects of the proposals:

Technical proposal = 80%
Financial proposal = 20%
Total score = 100%

Financial proposals will be opened only for those applications that scored 70% or more (56 out of 80 points) in the evaluation of the technical proposal. The criteria and points for the evaluation of the technical and financial proposals are outlined below.

Please find the attached detailed TOR as per Annex B
SPECIAL NOTES

Special Notes:

1) It is important to note that Technical Proposal and Financial Proposal SHOULD NOT BE SENT in one email. They SHOULD BE SENT in separate email as per below arrangement:

   a) One email with clear subject #TECHNICAL PROPOSAL LRPS-2023-9184386" to be sent to email address: nep-procurement@unicef.org. DO NOT SEND TO ANY OTHER EMAIL!

   b) One email with clear subject #FINANCIAL PROPOSAL LRPS-2023-9184386" to be sent to email address: nep-procurement@unicef.org. DO NOT SEND TO ANY OTHER EMAIL!

   In total, there should be 2 emails sent to UNICEF under this tender.

2) It is important to note that PRICE SHOULD NOT BE DISCLOSED in technical proposal. Any technical proposal that has prices will be automatically be invalidated.

3) This document consists of the following ANNEXURES:

   a) This document: LRPS-2023-9184386
   b) Bid Form and Declaration Form: page 3-5 of this solicitation document
   c) Bid Clarification on Declaration Form
   d) Annex B - Terms of Reference
   e) Annex C - Technical Evaluation Criteria
   f) Annex D - Price Schedule - Please use this format for quoting purposes
   g) Annex E - Vendor Template

4) Bidders Instruction:

   Please ensure to attach the following documents when responding to this tender:

   i) Email with clear subject #TECHNICAL PROPOSAL LRPS-2023-9184386" should contain of:

      a. Duly filled Bid Form & Declaration Form (pg 3-5 of UNICEF tender). Make sure to read Bid Clarification page to avoid wrong answers on the declaration form.

      NOTE: PRICE INFORMATION SHOULD NOT BE APPEARED IN THE TECHNICAL PROPOSAL.

   ii) Email with clear subject #FINANCIAL PROPOSAL LRPS-2023-9184386" should contain of:

      a. Duly-filled Annex D - BIDS WILL ONLY BE ACCEPTED IN THE CURRENCY (USD) FOR INTERNATIONAL BIDDERS AND IN (NPR) FOR NEPALESE BIDDERS. BIDS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

      b. Duly filled Annex E - Vendor Template COMPLETE WITH SUPPORTING DOCUMENTS (scanned copy of the attached template with your organizational seal; An excel copy of the same; A void/canceled Cheque clearly indicating your account number as mentioned in the vendor template; Company Registration Document and Tax Registration/clearance Certificate of last Fiscal year)
PART I # PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

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

2. Solicitation

2.1 The purpose of this Request for Proposals for Services ("RFPS") is to invite proposals for Consultancy Assignment for an Agency to Conduct Baseline Study for Empowered Women Prosperous Nepal (EWPN) Project as fully detailed in the Terms of Reference/Statement of Work attached in Annex B

2.2 This RFPS document is comprised of the following:
   a. This document
   b. The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
   c. The full Terms of Reference/Statement of Work attached at Annex B
   d. Technical Evaluation Criteria at Annex C
   e. Price Schedule at Annex D
   f. Vendor template (Annex E)

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

PART II # PROPOSAL SUBMISSION PROCESS

1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by nepalsupply@unicef.org to Supply Unit, UNICEF Nepal, Kathmandu at nepalsupply@unicef.org that they have received this RFPS.

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

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by [Email] to Supply Unit, UNICEF Nepal, Kathmandu at nepalsupply@unicef.org no later than 72 hrs before the closing date of the RFP.
IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE #
ANY PROPOSALS SENT TO THE ANY NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Proposers are required to keep all questions as clear and concise as possible.

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

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

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

1.4 Bid conference.

A virtual pre-bid meeting will be held at 2 PM (Nepal Time) on 03 August 2023 to address any queries/comments on the REP.

1.5 Submission Deadline. The deadline for submission of proposals is as follows:

20 August 2023 before 24:00 hrs (Nepal Time).

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

1.6 Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals

2. Language

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

3. Validity of proposals; Modification and Clarifications; Withdrawal

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

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

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

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

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

4. Eligibility; Proposer Information

4.1 Proposer. The term "Proposer" refers to those companies that submit a proposal pursuant to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association.

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

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

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

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

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

4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or
partly owned by the Government will be subject to UNICEF’s further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

4.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose this previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF’s standard conditions on contracting former and retired members of staff.

5. Preparation of Offer

5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:
Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);
Review the RFPS to ensure that they have a complete copy of all documents;
Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html; Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combating Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
Attend any bid conference if it is mandatory under this RFPS;
Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

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

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

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

5.4 All references to descriptive materials should be included in the appropriate Proposal
paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

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

5.6 Proposals must be clearly marked with the RFPS number.

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

5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its 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 need. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

5.9 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.

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

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

Annex D. Price Schedule

6. Proposal Documents; Confidentiality

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

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

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

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

7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

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

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

PART III #AWARD/ADJUDICATION OF PROPOSALS

1. Award

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

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

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

Second, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.

Third, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

1.2. Proposal Evaluation Approach. Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Total Maximum 80 Points
Only Proposals which receive a minimum of 56 points will be considered further.
b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 20. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal 20 Points) * Price of lowest priced proposal / Price of proposal X
Total obtainable Technical and Price points: 100

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) be awarded the contract(s).

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

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

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

2. General Terms And Conditions Of Contract (Services)

2.1 UNICEF’s General Terms and Conditions of Contract (Services) will apply to any contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Services Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

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

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

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

(d) to invalidate any Proposal that, in UNICEF’s sole opinion, fails to meet the requirements and instructions stated in this RFPS;

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

3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by
such Proposer in connection with this RFPS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV # REQUIREMENTS

1. Price and Payment

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Proposal shall be in (USD) for International bidders and in (NPR) for Nepalese bidders. UNICEF will reject any proposals submitted in another currency.

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

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

2. Implementation

2.1 No Reliance. Except as expressly set out in the RFPS documents, UNICEF will have no obligation to provide any assistance to the contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the Proposer requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Proposal.

2.2 Sub-contractors. Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. Further, Proposers must identify in their proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.
2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the RFPS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

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

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

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

3. Liquidated Damages

3.1 Liquidated damages. Any contracts awarded in connection with this RFPS will include the following clause on liquidated damages:

In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of
delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract."

PART V # PROPOSER REPRESENTATIONS

1. Price # Most Favoured Customer

1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer’s affiliates). If at any time during the term of any contract resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer’s affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fee and related pricing terms under the contract to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. General Representations

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

2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

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

2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.

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

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

2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

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

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

3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.

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

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

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

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

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

3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF choses to suspend the contract it will be entitled to
terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF’s Policy Prohibiting and Combating Fraud and Corruption.

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

3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

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

3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

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

4. Audit

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

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

   NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)
   1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.
   1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP(S) Document. 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 (UNG M). 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 (Services)

Definitions and UNICEF Supply Website

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

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

- "Confidential Information" means information or data that is designated as confidential at the time of exchange and includes, but is not limited to, any information that the Contractor discloses orally, and includes information, the confidentiality or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality, or characteristics of such information.

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

- "Contractor" means the contractor named in the Contract.

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

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

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

- "Fee" is defined in Article 3.1.

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

- "Key Personnel" means (i) individuals identified in the proposal as key individuals or (ii) individuals whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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

- "Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could reasonably be expected to (i) result in theft, alteration, destruction, communication or disclosure of confidential information, (ii) result in theft, alteration, destruction, communication or disclosure of confidential information or (iii) in any manner, the normal operation or performance of the Services or Deliverables.

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

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

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

- Provision of Services and Deliverables

  2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, but is not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

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

  2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of the Services or for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the time and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

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

3. Provision of Services and Deliverables

- Provision of Services and Deliverables

  3.1 The Contractor shall ensure that it and any subcontractors who provide services or deliver goods to UNICEF, as subcontractors, will comply with all applicable laws, regulations, and UNICEF policies, including, but not limited to, UNICEF policies, the UN Supplier Code of Conduct and UNICEF's Information Disclosures Policy referred to in the Contract, as well as any other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

    a. accept the Services or Deliverables as delivered and proceed as if the Services or Deliverables conform to the requirements of the Contract

Page 40 of 45
(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

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

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

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract, (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors, (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract, (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel, or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel. It being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee, Invoicing, Tax Exemption, Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to change the Fee for modifications or interpretations of the scope of work if these modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or instalments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount 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 exception from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

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

3.5 UNICEF will pay the outstanding amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments.
ANNEX A
GENERAL TERMS AND CONDITIONS

withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any UNICEF's rights with regard to, the Contractor's performance.

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

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

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

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

4. Representations and Warranties, Indemnification, Insurance

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract, (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contractor is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF, in accordance with the terms and conditions of the Contract; (d) it has and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work produced will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restricts or restricts any party's rights to use, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants that as of the effective date and throughout the term of the Contract, that it and its Personnel and subcontractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accepted to provide work of the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients, and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

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

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

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defense of the privileges and immunities of UNICEF or any other matter relating to UNICEF's privileges and immunities (excluding matters relating to UNICEF's relationship with Host Governments, which are subject to the provisions of the Contract) or to the Contractor's compliance with the terms of the Contract. All payments do to the Contractor under the Contract may be set off, against any sums, proceedings, claims, demands, losses or liability to the Contractor.

4.6 The Contractor will comply with the following insurance requirements:

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

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

(ii) General liability insurance against all risks in respect of its Personnel and any equipment used for the performance of the Contract.

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and subcontractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract and arising out of the Contractor's performance required under this Article 4 and any similar services in a same industry.

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

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

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

(d) Except with regard to the insurance referred to in paragraph (a)(ii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

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

4.7 The Contractor will pay UNICEF promptly for all losses, damages or costs as a result of damage to UNICEF's property caused by the Contractor's Personnel or subcontractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights, Data Protection, Confidentiality

5.1 Intellectual Property and Other Proprietary Rights
5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient would use with respect to 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, officers, 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 to the Recipient prior to disclosure by the Discloser; or (iv) is developed by the Recipient completely independently of any disclosures under the Contract.

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

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

Data Protection and Security

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

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

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing;

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.10.

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.
ANNEX A

GENERAL TERMS AND CONDITIONS

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

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

(b) if the Contractor breaches any of the provisions of Articles 5.2–5.11 (Confidentiality, Data Protection and Security), or

(c) if the Contractor’s (i) assets are seized, (ii) is declared bankrupt or insolvent, or (iii) is party to an bankruptcy or receivership or (iv) has become, in UNICEF’s reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract;

6.2 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF has reasonable cause to believe that the Contractor or UNICEF’s funding applicable to the Contract is untruthful or terminated, whether in whole or in part. UNICEF can also terminate the Contract on any (60) day’s written notice to the Contractor without having to provide any justification.

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

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

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

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

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

6.8 Force Majeure

6.8.1 In the event of force majeure, the Contractor’s obligations under the Contract shall be suspended until the force majeure event is over. Such event shall be deemed force majeure if it is beyond the Contractor’s control and cannot be reasonably prevented by the Contractor. The Contractor shall use its best efforts to continue the performance of the Contract during the force majeure event.

6.8.2 If the Contractor is unable to perform any of its obligations under the Contract due to force majeure, the Contractor shall notify UNICEF immediately and in any case within (30) days after the occurrence of force majeure. UNICEF may terminate the Contract if the Contractor fails to resume performance within (90) days after notice of force majeure. The Contractor shall not be liable for any failure to perform the Contract due to force majeure, unless caused by the Contractor’s negligence.

6.9 Dispute Resolution

6.9.1 If a dispute arises between the Parties, either Party may refer the dispute to the other Party for resolution. The Parties will seek to resolve any dispute through good faith negotiations. If the Parties are unable to resolve the dispute through negotiations, they may refer the dispute to arbitration in accordance with these Articles.

6.9.2 The Parties agree to arbitrate all disputes arising out of or relating to the Contract or the performance of the Contract. The arbitration shall be conducted in accordance with the rules and procedures of the United Nations Office of the High Commissioner for Human Rights (OHCHR).

6.9.3 The decision of the arbitrator shall be final and binding on the Parties, and shall be made within (90) days of the date of referral. The Parties shall bear their own costs of arbitration, unless otherwise agreed in writing.

6.9.4 The Parties agree to use reasonable efforts to settle any dispute, including through mediation or other alternative dispute resolution methods.
entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

8. Full Cooperation with Audits and Investigations

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

9. Privileges and Immunities; Settlement of Disputes

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

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

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

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notice, 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 included, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

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

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

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

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

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

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

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

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

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

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4.5, 7.8, 9.11, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.