REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9158379 27 May 2020

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for


Proposals should be sent to:

UNICEF Pretoria via E-mail to: saf-ppc@unicef.org

IMPORTANT - ESSENTIAL INFORMATION

UNITED NATIONS CHILDREN’S FUND (UNICEF) in Pretoria, South Africa wishes you to submit proposals for the above-mentioned services. Properly emailed/delivered completed proposals will be received at UNICEF Pretoria, until 23H59 on Sunday, 14th June 2020

CONFIDENTIAL ELECTRONIC PROPOSALS

Full proposals should be submitted in ENGLISH and must be received not later than 23H59 on Sunday, 14 June 2020 in electronic PDF version, duly signed and dated and sent to saf-ppc@unicef.org. Bidders must submit their electronic proposals, ensuring separate emails for the Technical Proposal and the Price Proposal. Each email should indicate the Tender Number and "Technical Proposal" or "Price Proposal" in the subject line. Prices or rates shall not appear in any other part of the technical proposal.

Offers must be clearly marked with UNICEF bid reference LRPS-2020-9158379 Late bids will not be accepted. Bidders are requested to ensure that the submission instructions as stipulated in this document, are adhered to. Failure to do so will result in disqualification of proposals.

Please note that UN Financial Rules and Regulations do not permit prepayment such as COD or LC. The standard payment terms are net 30 days from the receipt of the invoice and proof of delivery.

For queries please contact Ditshego Aaron Mashilo by email: dmashilo@unicef.org Cc Kaitswe Mathebe at kmathebe@unicef.org
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

__________________________________________________ Date: _____________
Ditshego Aaron Mashilo
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : dmashilo@unicef.org

Approved By:

__________________________________________________ Date: _____________
Kaitswe Mathebe
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2020-9158379 set out in the attached document, hereby offers to execute the services specified in this document.

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

Please indicate which of the following Payment Terms are offered by you:
10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____
BACKGROUND AND JUSTIFICATION

The government of the Republic of South Africa is committed to what it calls a "social wage”, which includes a comprehensive programme of cash transfers, income support, and various in-kind programmes that are targeted at the poor and vulnerable. In the wake of the 2009 global economic crisis, the government adopted a counter-cyclical approach and injected more cash into the public finance system, especially at the local government level. While the country has been experiencing a contraction in real Gross Domestic Product (GDP) per capita rates for nearly a decade, the government has maintained its commitment to social spending, and especially spending for children.

The initial push to provide more funding in the budget was followed by a period of fiscal adjustment, which shifted the focus to innovation and spending efficiency. Since FY2015, the government targeted what it considers "non-essential" expenditure, which included domestic and international travel for government civil servants, savings on consultancy contracts, and a whole host of other changes intended to moderate departments’ claims on additional resources. Departments in social sector ministries have responded differently to the changed spending environment. The health ministry, for example, drew up a list of non-negotiable spending to protect key staff and goods such as medicines etc., while basic education used the opportunity to ramp up its support for infrastructure spending in poor schools. There was an acute awareness that fiscal space was at a premium and that considered proposals were needed to gain access to resources at the margin. At the same time, the government tried to engage with organised labour to take forward discussions about the size of the wage bill and its net impact on financing other core services.

This extensive programme of fiscal austerity was interrupted in FY2018 with the larger-than-expected support to some sectors in the State-Owned Enterprises (SOEs) sector. Additional resources for the SOE sector, were unfortunately mobilised at the expense of programmes and services that are key to the well-being of children.

In its annual fiscal risk review, the National Treasury (2019) noted that growing expenditure pressures in provinces, accumulating expenditure arrears in health and other social service sector departments, and legal claims against health departments present serious fiscal risks to both national and provincial governments. In addition, the inability of the South African economy to grow means increased borrowing and the concomitant need to discipline spending across the entire national and provincial budget. Under these restrictive conditions, it has become increasingly important to understand how these developments have impacted on priority expenditures for children in basic education, health, social assistance and social welfare. Furthermore, in the context of the COVID-19 pandemic and the need to take considered decisions about financing health and other economic imperatives, it is important to generate an accurate record of the available fiscal space for children in the key social sectors that UNICEF works in.

While it is accepted that all the documents necessary to perform a fiscal space analysis is not yet fully available, by July of 2020, most of the parliamentary processes related to budget appropriation will have been completed and the country is expected to have passed an amended Division of Revenue Bill, including an adjusted budget that specifies the remit and scope of the State’s response to the pandemic. This new budget and economic information, in addition to comprehensive historical expenditure information, should enable a more considered estimation of the fiscal space available to finance children’s programmes and services.

SCOPE OF WORK

UNICEF South Africa seeks the services of a qualified institution (hereafter, Contractor) to assist and support the Social Policy and Child Protection programme to develop both retrospective (or historical) fiscal space estimates for priority expenditures for children (FY2016-2019) and prospective (or future) fiscal space estimates for priority expenditures for children (FY2020 and FY2021). Specific government programmes that are of interest are
education (basic education plus post-school education and training), basic education, social welfare, health and social assistance spending for children. More specifically, the following is required:

1. Fiscal space analysis, which includes the development of a customised Excel-based fiscal space tool: This involves using national budget and economic data that are available via the National Treasury and the South African Reserve Bank. Both retrospective and prospective fiscal space analyses are required. In the development of the Excel-based fiscal space tool, it is required that the Contractor utilizes formulae that are generally accessible and can be used by UNICEF and budget justice actors in civil society. A key requirement is to elaborate on the model that underpins the analysis/approach including description of data sources, and key assumptions.

2. Short summary report in Word (maximum 10 pages) that summarises the main findings, provide recommendations for fiscal space options, and possible advocacy strategies.

3. Presentation to all Programme Staff in UNICEF South Africa because the work will have clear implications for the kind of public finance advocacy to be done over the next 2-3 years.

EXPECTED DELIVERABLES AND REPORTING REQUIREMENTS

Deliverables:
- Inception report, including the conceptualisation and operationalisation of the assignment, data sources, the methods used, and tools used to promote wider accessibility and use of the Excel-based tool.
- Draft and final customised Excel-based fiscal space analysis tool.
- Draft and final summary report in Word detailing key findings, recommendations for fiscal space and potential advocacy strategies to pursue to increase fiscal space.
- Power point presentation to UNICEF South Africa programme staff on research approach, key findings and recommendations.

Inception report
- The Contractor will produce and Inception Report that provides commentary on the first fiscal space study that was done in 2016/2017, especially those aspects that are likely to be replicated in the new fiscal space study. The Inception Report must detail the extent to which the present approach supports and replicates dimensions of the older 2016/17 report and the extent to which it deviates from that report. Care must be taken to ensure that there is comparability in the retrospective (or historical) analysis to enable comparison of a longer time horizon, because the initial report provided fiscal space estimates for FY2011 to FY2015, and hence the new study needs to provide similar estimates for FY2016-2019. This will enable comment on a much longer time horizon, namely FY2011-2019. While the new study has more flexibility in estimating prospective (or future) fiscal space (FY2020 and FY2021), an attempt should be made to replicate the older study and undertake new analyses as per the proposed fiscal space method proposed by the Contractor.
  The Contractor should describe the underlying fiscal space model; outline the data sources that will be used; describe in detail the fiscal space estimation approach (variables, definition of priority expenditures, assumptions in attributing expenditure directly or indirectly to children); comment on the quality of the data used; and, indicate explicitly where data limitations prevent the production of more refined fiscal space estimates.

Draft and final customised Excel-based fiscal space tool
- The Contractor will be responsible for developing a draft and final Excel-based tool that showcases the model, the data, key assumptions used in the prospective analysis, and the results of both retrospective and prospective analyses. Concerning projections of future fiscal space (FY2020 and FY2021), there is a further expectation that different scenarios are presented reflecting different assumptions about key public finance and economic variables. For example, this scenario modelling should consider the impact of efforts at strengthening tax collection, broadening the tax base, closing the non-tax revenue gap, reprioritization of expenditure or increasing external assistance through grants or borrowing. The assumptions referenced will be based on the contractor’s understanding of the South African economy and the country’s public finance situation. While the model will initially be used by an internal UNICEF South Africa audience, ultimately, the model must be constructed in a way that
facilitates its widespread use, especially by civil society actors.

The emphasis in the development of the retrospective (historical) analysis is to ensure comparability in approach to the study that was done in 2016/17 (results and tools will be provided to the Contractor). This is to facilitate comparison of fiscal space estimates over a longer horizon, which will be crucial for public advocacy work with the government and the Parliament of the Republic of South Africa. While it is not expected that the approach be identical to the 2016/17 report, an attempt should be made to align prospective (or future) fiscal space estimates and to develop customised estimates separately.

The final Excel-based tool should allow the user to input different parameters (growth rates, inflation, etc.) to estimate prospective fiscal space for FY2020 and FY2021. Due to the general uncertainty produced by the pandemic, it is unrealistic and undesirable to project fiscal space estimates beyond FY2021.

Draft and final summary report in Word
- The Contractor will produce a short summary report of the key findings/results on fiscal space for children overall and per the outlined sectors, propose several recommendations to increase fiscal space, and suggest possible advocacy strategies to maximise the content of the existing study. The report should be 10 pages maximum and should focus on headline findings.

Oral presentation to the PSM team in UNICEF SACO
- The Contractor will prepare a PowerPoint presentation of the methods, processes of validation, key findings, and implications for fiscal space for children. The presentation will be given to a wider UNICEF South Africa audience because the findings have cross-sectoral implications (basic education, health, social assistance and social welfare) and should be considered in implementing activities in the Country Office's new workplan after July 2020. A draft presentation should be shared with the Social Policy team to enable the UNICEF team to adjust, refine the context and approach for the wider audience.

Timeframe and Deliverables (June to September 2020)
- Inception Report on complete assignment
- Draft Excel-based tool for the fiscal space analysis
- Submission of final Excel-based tool for fiscal space analysis
- Draft submission of summary report in Word
- Final submission of summary report in Word
- Oral presentation to the UNICEF PSM team

As per UNICEF DFAM policy, payment is made against approved deliverables. No advance payment is allowed unless in exceptional circumstances against bank guarantee, subject to a maximum of 30 per cent of the total contract value in cases where advance purchases, for example for supplies or travel, may be necessary.

The team will refine the draft and prepare a final report including key findings, lessons learned, conclusions and recommendations. The report will be written in concise language. Any details e.g. methodology, persons interviewed, etc. will be included in annexes.

DESIRED COMPETENCIES, TECHNICAL BACKGROUND AND EXPERIENCE
Ideally, this task requires an institutional team with expertise in three areas, namely public finance, social sectoral policy knowledge, and fiscal space analysis through the development of customised Excel-based fiscal space tools.

It is envisaged that the team leader of the institution should possess the following general qualifications and professional experience:

a) Postgraduate degree in economics, public policy or social sciences with excellent track record in practical public policy and especially public finance work (costing, public expenditure reviews, applied budget analysis etc.).

b) At least eight years of experience and expertise in working on applied public finance work, with a particular focus on fiscal space analysis, in South Africa and other developing country contexts.

c) Strong financial modelling skills, with a focus on public finance.

d) Excellent communication skills including written English, presentation skills and communication and networking.

e) Experience of delivering results to any UNICEF Country Office or Regional Office on public finance work.

Other members of the team must have a postgraduate degree in relevant discipline and a balance of previous experience that complements the expertise of the team leader

a) Excellent public revenue forecasting and analysis skills

b) Demonstrable experience in social sector budget analysis especially health, education and social protection.

c) Excellent Excel skills and experience in developing Excel-based finance models for decision-making. In addition, proven ability to develop Excel-based programmes that are easily accessible and user-friendly.

d) Excellent communication skills including written English, presentation skills and communication and networking.

e) Experience of delivering results to any public sector entity on South Africa in the areas that UNICEF South Africa works in (education, health, social welfare, social assistance, poverty monitoring).

It is expected that the combined team have sufficient knowledge of the South African public finance situation to generate reasonable recommendations around fiscal space. It is also assumed that the team as a whole has an exceptional understanding of the South African economy and the key variables that affect economic growth and decision-making in South Africa.

ADMINISTRATIVE ISSUES

- The contract will be managed by UNICEF.
- The consultant/individual contractor shall have regular consultations with UNICEF as needed, either in person or telephonically. This includes an inception discussion to ensure that aspects of the work assignment are understood clearly.
- In the context of the COVID-19 health pandemic, it is envisaged that most meetings will be conducted online.
- UNICEF is responsible for the monitoring of the implementation of this assignment and shall execute this in a professional and consultative manner throughout the term of the contract.

CONDITIONS
The team/firm selected will be governed by and subject to UNICEF’s General Terms and Conditions for institutional contracts.

a) Ethical and Technical Requirements
The consultant/individual contractor shall undertake to adhere to the following:

(a) The consultant/individual contractor shall at all times keep information obtained during the work assignment confidential and shall not circulate the documents or any part there-of, at any stage to any party without the explicit written permission of both UNICEF.

(b) The consultant/individual contractor shall not publish the document, any part thereof, or any reworked version thereof, without the explicit written permission of UNICEF under such conditions that both parties will agree too.

- UNICEF reserves the right to subject any work done for external peer review as part of the quality assurance process in the implementation of this assignment. More specifically, technical experts that are based in the National Treasury and sector departments (basic education, health and social development) will be approached for external
review of the work. The consultant/individual contractor shall be informed if such an action is taken and will be duly informed on the outcome there-off.

- The consultant/individual contractor will provide all products that were developed in accessible formats, e.g. MsWord, MsExcel and PowerPoint formats. Graphics presented in any written work, shall be provided in an accessible format. All information, including raw data will be handed over electronically, or if not available electronically, in hard copy.

- Language:
  a) The consultant/individual contractor shall ensure that all final deliverables adhere to the required language standards, which include a thorough grammar and spell check.
  b) The consultant/individual contractor shall ensure consistency in the use of terminology throughout the document.
  c) Acronyms and abbreviations shall be recognised acronyms related to the field of work and shall be indicated in specific list of acronyms. It is preferred that no new acronyms be created.
  d) A glossary of terms shall be included in the final documents that provides basic descriptions and or definitions of terms used in the deliverable.

General Conditions and Requirements
· The consultant/individual contractor will employ its own office and administrative system in the execution of this assignment.
· Payment will be made upon receipt of an invoice to UNICEF, and upon satisfaction that the deliverable meets the required standards as agreed with UNICEF. Any deliverable submitted and not meeting the specifications must be reworked and resubmitted at no additional cost.
· The consultant/individual contractor’s fee/budget shall be inclusive of all local (national) travel associated with the execution of this assignment. In extraordinary circumstances where UNICEF deems it necessary for the consultant/individual contractor to travel outside the ambit of the contractual agreement air transport and airport transfers (where applicable) will be covered in accordance with UNICEF’s rules and tariffs. Flight costs will be covered at economy class rate as per UNICEF policies. It should be noted that travel is unlikely to be a material issue or cost due to the current lockdown.
· The drafts and final documents, as well related information and information and data, will be the property of UNICEF after completion with full title rights. The consultant/individual contractor will be acknowledged for the work done in the draft documents as well as the final document.
· The consultant/individual contractor selected will be governed by and subject to UNICEF’s General Terms and Conditions for individual contracts.
· As per UNICEF DFAM policy, payment is made against approved deliverables. No advance payment is allowed unless in exceptional circumstances against bank guarantee, subject to a maximum of 30 per cent of the total contract value in cases where advance purchases, for example for supplies or travel, may be necessary”.
· Please also see UNICEF’s Standard Terms and Conditions attached.

TECHNICAL EVALUATION CRITERIA AND RELATIVE POINTS

The bids received will be assessed on two main areas: technical proposal, and the financial proposal (budget).

Technical Criteria, Description of Technical Sub-criteria and Maximum Points %

Overall Response:
- Completeness of response - 7.5 points
- Overall concord between RFP requirements and proposal 12.5 points

Institution & Key Personnel:
- Range and depth of experience with similar projects - 11.5 points
- Client references - 4.0 points
- Key personnel to be assigned: relevant qualifications & experience in key areas of the assignment (public finance, revenue forecasting, Excel-based fiscal space model expertise, key social sector policy knowledge, social sector budget analysis experience) - 9.5 points
Proposed Methodology and Approach:
- Proposed Methodology for this project - 22.5
- Proposed Work Plan to accomplish the Project - 7.5

Total Score for Technical Proposal 75
Minimum Acceptable Score for Technical Proposal - 68

Weights: Technical Proposal - 75%; Financial Offer #25%

APPLICATION PROCEDURE
Qualified institutional contractors are invited to submit a well-developed proposal based on the criteria below that reflects an understanding of the assignment and capacity to execute the assignment within the required timelines. This needs to be submitted in two separate parts, i.e. technical proposal (with a cover letter) and financial proposal (fee structure). These should be submitted as two separate documents.

- The Cover Letter, which contain the following required technical areas related to assignment (Non-inclusion of any of the below components will lead to disqualification) Word limits are indicated as to ensure that the guideline is easy to engage with by the intended users:
  - Executive summary (150 words maximum)
  - The consultant/individual contractor’s understanding of the assignment, (what the consultant/individual contractor thinks the assignment entails). (250 words maximum)
  - The approach that the consultant/individual contractor will follow in executing the assignment, with specific reference to each of the components (400 words maximum).
  - An indication of the intended timelines envisaged to complete this assignment (within the timeframe provided in terms of this terms of reference) and an undertaking that the consultant/individual contractor will be able to complete the assignment within the timeframes required.
  - References that can be contacted (at least two work related references). Indicate the name of the person, telephone number, email address and short indication of the work that consultant/individual contractor has done for this individual. (Two sentences maximum per reference)
  - An indication of possible risk factors associated with this assignment, based on the perception and experience of the consultant/individual contractor. (100 words maximum)
  - Reference to similar work (at least two). Preferably final products that are available and accessible either through email or on website. In case of confidential work, indicate as such.
- Attach the following:
  (a) The full Curriculum Vitae indicating all qualifications and experience related to the assignment.
  (b) Institutional / Company profile
- The Financial Proposal needs to be submitted as a separate document and must include:
  - Proposed pricing in accordance with the TOR and in South African Rand.
  - Other costs related to the execution of the assignment.
- Please note:
  (a) Prices offered shall be all inclusive and shall remain fixed for the duration of the contract.
  (b) VAT needs to be indicated separately (i.e. fees/budget needs to exclude VAT).
- Applications submitted without a fee/ rate/budget will not be considered.
- The selection of the consultant/individual contractor will be done by UNICEF in accordance with UNICEF’s procedures.

An updated estimate of fiscal space for 1 PU

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<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
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REQUEST FOR PROPOSAL FOR SERVICES Page 9 of 21 LRPS-2020-9158379
SPECIAL NOTES

1. PROCEDURES AND RULES

1.1. ORGANISATIONAL BACKGROUND

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilize political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. Its 37 committees for UNICEF raise funds and spread awareness about the organizations mission and work.

1.2. PURPOSE OF THE RFP

Consultancy on updated estimate of fiscal space for children in South Africa, FY2016-2019 and FY2020-2021

1.3. FORECAST SCHEDULE

The schedule of the contractual process is as follows:

a) Closing date and time for submission of full proposal: 14 June 2020 at 23h59.

1.4. RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP must be submitted in writing to Ditshego Aaron Mashilo via e-mail at dmashilo@unicef.org copy to Kaitswe Bruce Mathebe at kmathebe@unicef.org.

Only written inquiries will be responded to. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal. Proposals may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

1.5. RFP RESPONSE FORMAT

CONFIDENTIAL ELECTRONIC PROPOSALS

Full proposals should be submitted in ENGLISH and must be received not later than 23h59, 14 June 2020 in electronic PDF version, duly signed and dated. Bidders must submit their electronic proposals, ensuring separate emails for the Technical Proposal and the Price Proposal. Each email should indicate the Tender Number and "Technical Proposal" or "Price Proposal."
Proposal" in the subject line. The Price Proposal must be submitted in an email separate from the rest of the proposal. Prices or rates shall not appear in any other part of the proposal.

Proposals received in any other manner will be invalidated.

The responsible officers will open technical proposals when the specified time has arrived and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

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

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

The bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in 1.9 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6. CONFIDENTIAL INFORMATION

Information, which the bidder considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.7. RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- Contact any or all references supplied by the bidder(s)
- Request additional supporting or supplementary data (from the bidder(s)).
- Arrange interviews with the bidder(s)
- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Negotiate with the most favourable bidder(s)
- Contract any number of candidates as required to achieve the overall evaluation objectives.

1.8. PROPOSAL OPENING

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

1.9. PROPOSAL EVALUATION

After the opening, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical
UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses 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 RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The proposals will be evaluated against the following:

<table>
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<tr>
<th>CATEGORY</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>1. Technical Evaluation</td>
<td>70</td>
</tr>
<tr>
<td>2. Price Proposal</td>
<td>30</td>
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The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those 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 (e.g. 30) * Price of lowest priced proposal) / Price of proposal X

Total Technical and Price 100 Pts

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

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria. The bidders should ensure that all pricing information is provided in accordance with the following:

The currency of the proposal should be in ZAR (South African Rands). Invoicing will be in the currency of the proposal. The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization. When applicable VAT will be added to the invoice for payment by UNICEF to the supplier before being refunded by the taxes authorities.

1.10. PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting a proposal the bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.11. VALIDITY

Proposal must be valid for a minimum of sixty (60) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorized representative of the institution. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

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

1.13. FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

1.14. PAYMENT TERMS

Payment will be made only upon UNICEF’s acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.

Payment Schedule:
The proposed payment schedule is as follows:
· 20% payment upon submission deliverables 1-4
· 80% final payment submission of deliverables 5-7
INSTRUCTION TO PROPOSERS

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

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

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

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

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

   NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)
1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:
* Outer sealed envelope: Name of company [RFP(S) NO.], [NAME OF UNIT & UNICEF OFFICE ADDRESS]
* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal
* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

   No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)
1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

   No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)
1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

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

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

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

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

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

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

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

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

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

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:
(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

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

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

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

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

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employee'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"), being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if 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 exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, 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 uncontented 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.
4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its Deliverables.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (c) in a professional and workmanlike manner; (d) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (e) in a professional and workmanlike manner; (f) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (g) in a professional and workmanlike manner; (h) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (i) in a professional and workmanlike manner; (j) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (k) in a professional and workmanlike manner; (l) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (m) in a professional and workmanlike manner; (n) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (o) in a professional and workmanlike manner; (p) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (q) in a professional and workmanlike manner; (r) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (s) in a professional and workmanlike manner; (t) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (u) in a professional and workmanlike manner; (v) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (w) in a professional and workmanlike manner; (x) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services; (y) in a professional and workmanlike manner; (z) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or similar services;
5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to 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) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

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

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

End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party may give 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

Additional Termination Rights of UNICEF

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

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

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

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

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

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

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

Force Majeure

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

7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

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

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

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

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

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

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

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

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

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

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

Page 20 of 21
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, breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions
of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or
any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension
described in Article 7.3 during the term of the Contract.

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

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

8. Full Cooperation with Audits And Investigations

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

9. Privileges and Immunities; Settlement of Disputes

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

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

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

10. Notices