United Nations Children's Fund
UNICEF
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HARARE
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REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2026-9206178 **25 September 2026**

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

RE-SOLICITATION:Institutional Consultancy to Strengthen Zimbabwe’s Inclusive Early Childhood Education (ECE) System: An Integrated Framework for Operational Evidence, System Accountability, and Strategic Financing.

RESOLICITATION OF Institutional Consultancy to Strengthen Zimbabwe’s Inclusive Early Childhood Education (ECE) System: An Integrated Framework for Operational Evidence, System Accountability, and Strategic Financing.
UNITED NATIONS CHILDREN'S FUND (UNICEF) ZIMBABWE wishes to invite you to submit proposal for the above-mentioned bid. Proposals forwarded by mail must contain written title that allows the receiving mail agents to identify the email.
IMPORTANT -ESSENTIAL INFORMATION:
The reference: "Consultancy services for Institutional Consultancy to Strengthen Zimbabwe’s Inclusive Early
Childhood Education (ECE) System: An Integrated Framework for
Operational Evidence, System Accountability, and Strategic Financing." must be written on the email that contain the Technical Proposal and, on the email, containing the Financial Proposal.
All emailed Bid response must be submitted to the ONLY Acceptable email addresses which is: bidszim@unicef.org, by latest 10:00 hours Harare local time on or before 9th October 2026.
Emailed proposals should be in PDF Version and proposals should be properly marked with bid number and subject "(LRFP ZIM/2026- 9206178 is to invite proposals for "Consultancy services for institutional Consultancy to Strengthen Zimbabwe’s Inclusive Early Childhood Education (ECE) System: An Integrated Framework for Operational Evidence, System Accountability, and Strategic Financing."
The technical proposal and financial proposal must be sent as separate emails and clearly marked as such in the file name (e.g., Company ABC Technical Proposal, Company ABC Financial Proposal). There will be no public opening (please refer to Clause 2.2).

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Senior Contracts Associate **Date:** 28-09-2026

Olivia Mhungu
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : omhungu@unicef.org

Approved By:

Risk and Compliance Officer **Date:** 30-09-2026

Abdul Majeed Khan

unicef

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-2026-9206178** 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[1] have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	☐	☐
	b. corruption	☐	☐
	c. conduct related to a criminal organisation	☐	☐
	d. money laundering or terrorist financing	☐	☐
	e. terrorist offences or offences linked to terrorist activities	☐	☐
	f. sexual exploitation and abuse;	☐	☐
	g. child labour, forced labour, human trafficking;	☐	☐
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	☐	☐

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.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	☐	☐
3.	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.	☐	☐
4.	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.	☐	☐
5.	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)*.	☐	☐
6.	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)*.	☐	☐

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: _____

Item	Service Description	Quantity	Unit	Unit Price	Price
10	**Strengthen Zim Inclusive ECE**				
	Strengthen Zim Inclusive ECE	1	PU		

SPECIAL NOTES

Title: Institutional Consultancy to Strengthen Zimbabwe's Inclusive Early Childhood Education (ECE) System: An Integrated Framework for Operational Evidence, System Accountability, and Strategic Financing.

Purpose: The purpose of this consultancy is to develop adequate documentation to support evidence-based decision-making, strengthen accountability, and position inclusive ECE as a pro-equity investment priority through:
1.Producing a Zimbabwe Country Case Study on Learner Support Services (LSS)
2.Developing a Country Accountability Tracker for Quality Inclusive ECE
3.Generating a Disability-Inclusive Investment Case and 2 Policy Briefs

Duration: Duration 80 days over 4 months

Location: National

1.Background
Zimbabwe has demonstrated strong legislative and policy commitment to advancing inclusive Early Childhood Education (ECE), aligned with national priorities and global frameworks such as the UN Convention on the Rights of Persons with Disabilities (UNCRPD) and Sustainable Development Goal 4. The sector is anchored in a progressive policy environment, including Section 75 of the Constitution, the Education Amendment Act (2020), the National Disability Policy (2021), and the Early Learning Policy (2023). This foundation was further strengthened by the Persons with Disabilities Act (2025), which signals a shift from welfare based to a rightsbased approach, placing clear legal obligations on the Ministry of Primary and Secondary Education (MOPSE) to institutionalize Universal Design for Learning, remove barriers, and provide reasonable accommodation across early learning systems.

Despite this enabling framework, translating policy into equitable, quality service delivery remains a challenge. According to EMIS 2025, ECD enrolment declined from 679,582 in 2023 to 641,295 in 2025, with persistent rural concentration. While gender parity is generally observed, emerging disparities increasingly affect girls. Evidence from the 2026 Disability Inclusive Pre-Primary Sub-Sector Analysis (DIPSSA) highlights significant intersectional inequalities, particularly for children with disabilities, especially girls in rural and underserved areas who face barriers such as long distances to school, socio-cultural constraints, and inadequate disability-responsive infrastructure, including Water, Sanitation, and Hygiene (WASH) facilities. Although informal ECD centers demonstrate relatively better gender parity, participation in formal, regulated settings remains lower, raising concerns about both access and quality.
System-level bottlenecks further constrain progress. These include limited practical guidance on inclusive pedagogy, misalignment between teacher training and classroom realities, and insufficient capacity among educators to deliver inclusive learning. Learner Support Services (LSS) are fragmented, with weak coordination across education, health, and social protection sectors, and incomplete implementation of referral systems. Public financing remains constrained and heavily skewed toward salaries, leaving limited resources for assistive technologies, inclusive infrastructure, and other critical inputs. In addition, data systems lack sufficient disability-disaggregated information, restricting evidence-based planning, while accountability mechanisms for tracking inclusive ECE quality are underdeveloped.
Efforts to address these gaps include the Model Inclusive Infant Education Facility (MIIEF) initiative (2017#2024), which demonstrated promising approaches to early identification, inclusive pedagogy, and multisectoral coordination. However, the model has yet to be scaled

nationally due to the absence of a standardized, costed framework and robust monitoring systems. More broadly, there is a growing need to strengthen the evidence base on how inclusive ECE interventions particularly LSS function in practice, enhance system accountability, and articulate a stronger economic case for investing in disability-inclusive early learning.

Against this backdrop, UNICEF Zimbabwe, in partnership with MOPSE, is commissioning a consultancy to strengthen inclusive ECE systems through the development of key analytical and policy tools. These include a country case study on Learner Support Services, an accountability tracker for inclusive ECE, and a disability-inclusive investment case supported by targeted policy briefs. Together, these outputs aim to strengthen evidence use, enhance accountability, and support advocacy for increased investment, ultimately contributing to the effective, scalable, and sustainable delivery of inclusive early learning for all children in Zimbabwe.

2. Justification

Despite ongoing government and partner efforts, there remains a critical need for specialized, independent expertise to conduct rigorous system-level analysis and produce high-quality evidence products. UNICEF staff are supporting MOPSE efforts and coordinating and providing oversight to the process. The consultancy demands sustained, full-time focus over several consecutive weeks for fieldwork, data collection, transcription, analysis, and drafting. Additionally, the assignment requires specialized skills in qualitative research design, evidence synthesis, and production of high-quality knowledge products. To maintain objectivity and credibility in the findings, particularly where program performance or system functionality is being assessed, it is also important that the work be carried out by an independent expert.

3. Objective

The overarching objective of this institutional consultancy is to leverage the 2026 DIPSSA diagnostic foundations to co-create an integrated suite of systems-strengthening and public finance advocacy products for MOPSE and UNICEF Zimbabwe.

The specific, interconnected objectives are:

Objective 1 (Evidence-Generation):To conduct a mixed-methods evaluation of the operational realities, structural blockages, and intersectional barriers within the "identify#refer#support#enroll" pathway of Learner Support Services (LSS), Model Inclusive Infant Education Facilities(MIIEF), including the effectiveness, efficiency and scalability of digital learner profiling systems as a driver of inclusive service delivery.

Objective 2 (Governance and System Tracking): To design, validate, and pilot a digitized national ECE Accountability Tracker framework#fully aligned with EMIS and the Washington Group CFM architecture#to monitor state compliance with the statutory mandates of the Persons with Disabilities Act 2025 and track performance against a standardized "Minimum Inclusive ECD Package".

Objective 3 (Strategic Financing and Macro Advocacy): To formulate an evidencebased, costed Disability-Inclusive Investment Case accompanied by two policy briefs on macro-fiscal simulations (including a cost-of-inaction model and fiscal space options) to advocate for increased Treasury budget allocations and leverage global partnership windows (e.g. Global Partnership for Education - GPE).

4. Scope of the assignment

The institutional consultant will lead the design and implementation of an integrated body of analytical and policy-oriented work to strengthen inclusive Early Childhood Education (ECE) systems in Zimbabwe. The
institutional consultant will engage relevant government and sector stakeholders throughout the process to validate findings, ensure policy relevance, and support national, regional, and global knowledge sharing.

The institutional consultant will operationalize the assignment through an integrated Theory of Change:

A.Workstream 1: Evidence-generation
Field Evaluation of LSS and MIIEF Pathways, including Digital Learner Profiling Systems
#Identifies operational blockages (Identification, Referrals, Teacher Capacity gaps) and data use constraints
#Assesses effectiveness and scalability of digital learner profiling within the LSS pathway
#Maps intersectional, gendered, and rural-specific exclusion parameters

B.Workstream 2: Governance and compliance
National Accountability Tracker
#Translate field realities into a standardized "Minimum Inclusive ECD Package"
#Indicators for compliance with the Persons with Disabilities Act 2025 and EMISChild Friendly Model

C.Workstream 3: Investing in equity
Costed National Investment Case and Public Finance for Children (PF4C) Advocacy
#Precise financial unit costs to the elements defined in the Tracker
#Model macroeconomic "Cost of Inaction" (lifetime human capital loss, dependency ratios, etc.)
#Identify domestic fiscal space formulas and leverages global aid architecture
(e.g., GPE)

By linking these components, the ToRs provides the Government of Zimbabwe with a complete path for development:

#The Case Study diagnoses the issue,
#The Tracker builds permanent monitoring architecture, and
#The Investment Case provides a financial strategy to make the system sustainable.

5.Specific Tasks for Workstreams

The selected institution is required to ensure that data structures, cost parameters, and standards flow transparently across all three workstreams.

Workstream 1: Country case study on learner support services and model facilities
This workstream will establish the empirical baseline, with particular emphasis on analyzing how digital innovations in Learner Support Services (LSS) are transforming identification, referral, and support pathways in practice.

Task 1.1: Multi-Sectoral Policy Triangulation
Map institutional workflows under the 2025 National Disability Identification, Assessment, Determination, and Referral Framework against the statutory mandates of the Persons with Disabilities Act 2025, the Early Learning Policy (2023), and the Education Amendment Act (2020), with attention to how digital learner profiling systems are positioned within these frameworks and assess how MIIEF is positioned as an operational model within these frameworks, including its alignment with learner support services and inclusive education mandates Task 1.2: Intersectional Field Sampling Design.
In collaboration with MOPSE and UNICEF, select three target provinces (for example, Manicaland to capture high numbers of children not on track, a province with a dense concentration of satellite/rural schools, and an urban/informal center). The sample must encompass formal registered schools, satellite facilities, unregistered community learning centers, and active MIIEF sites, ensuring representation of contexts with varying levels of access to digital tools and connectivity.

Task 1.3: Mixed-Methods Primary Field Diagnostics
Conduct infrastructure accessibility audits of selected infant classrooms including MIIEF facilities as benchmarks for inclusive infrastructure, services and WASH blocks utilizing universal design checklists to quantify physical barriers.
Execute Key Informant Interviews (KIIs) and Focus Group Discussions (FGDs) with School Heads, Remedial Tutors, Infant School Teachers, School Inspectors, caregivers, and Organizations of Persons with Disabilities (OPDs).
Trace the #Identify#Refer#Support#enroll" pathway, including:
#Practical application of the Washington Group CFM at school level;
#Use of digital learner profiling tools by teachers;
#Flow of children through health, rehabilitation, and social protection services (e.g., BEAM);
#Identification of systemic attrition points, including data flow and referral bottlenecks.

Task 1.4: Analytical Reporting (LSS Digital Systems Case Study)
Draft a high-quality, publishable Country Case Study examining the transformation of Zimbabwe's Learner Support Services (LSS), with a specific focus on the transition from paperbased to digital, offline-enabled learner profiling systems and the role of Model Inclusive Early Education Facilities (MIIEF) as demonstration platforms for integrated, inclusive service delivery.

The case study will:

Analyze how mobile, teacher-administered tools (Kobo Toolbox) have improved the efficiency, scale, and usability of learner profiling, particularly for early identification of children with special educational needs including their application and effectiveness within MIIEF sites as early adopters and implementation hubs;

Assess:
#Effectiveness of teacher-led digital screening in real school conditions with comparative analysis between MIIEF and non-MIIEF settings;
#Use and integration of profiling data within EMIS/TDIS for decision-making, referrals, and resource allocation;
#Implementation experiences across diverse contexts (rural, low-connectivity, resourceconstrained), including infrastructure, device access, and ICT capacity;
#Contribution of design features (offline functionality, simplified tools, cascading training models) to adoption at scale;
Document key operational successes, bottlenecks, and mitigation strategies, with particular attention to gender and rural inclusion, especially for girls with disabilities and how MIIEF contributes to addressing intersectional exclusion;

Generate actionable lessons and recommendations to inform the scaling, sustainability, and replication of digital learner profiling systems within Zimbabwe and comparable low-resource settings including the strategic role of MIIEF as a scalable model for integrating digital LSS tools with inclusive service delivery systems.
Workstream 2: National ECE accountability tracker for quality inclusive education
This workstream converts the operational findings from Workstream 1 into a national governance tool to monitor inclusive ECE system performance and strengthen accountability embedding MIIEF standards into national monitoring systems.

Task 2.1:Matrix Conceptualization via Rights-Based Systems Lens:
Formulate a monitoring matrix structured around the four dimensions of a rights-based system: Access, Workforce Capacity, Infrastructure, and Financing Architecture.

Task 2.2:Indicator Formulation (SMART Compliance Indicators): Co-develop indicators with

MOPSE that measure state performance and legal compliance with the Persons with Disabilities Act 2025. Indicators must explicitly incorporate:
#Financing: Tracking specific budget lines and tags for non-wage inclusion inputs (AT procurement, inclusive teaching and learning materials - TLMs).
#Data Systems: Degree of EMIS integration with the Washington Group CFM fields.
#Workforce: Percentage of teachers completing cluster-based continuous professional development (CPD) in inclusive pedagogy and UDL.
#Infrastructure: Proportions of facilities meeting statutory accessibility and disabilityresponsive WASH standards.

Task 2.3: Dashboard Prototyping and Technology Alignment:
Build a user-friendly, automated tracking dashboard (Excel or software-based platform) designed to integrate with MOPSE's existing EMIS data collection schedule.

Task 2.4: Sub-National Piloting and Validation: Conduct field testing of the prototype tracker tool with district-level officials, including School Inspectors, Educational Psychologists, and Remedial Tutors, to evaluate usability, verify data sources, and ensure localized institutional ownership.

Task 2.5: Guideline Formulation:
Produce a step-by-step Institutionalization Guidance Note to govern the annual deployment, data verification, and policy use of the tracker.

Workstream 3: Disability-inclusive investment case and policy briefs.
This workstream uses the benchmarks from Workstream 2 and the Model Inclusive Early Education Facilities (MIIEF) as operational reference sites to perform macroeconomic costing and financial simulations for scaling inclusive ECE in Zimbabwe

Task 3.1: Financial Definition and Costing of the "Minimum Inclusive ECD Package": Using the quality benchmarks established in Workstream 2 and validated through MIIEF demonstration sites, define the financial inputs required per school/per learner (e.g., cost of UDL-compliant TLMs, unit costs for cluster coaching modules, capital requirements for WASH retrofitting, and standardized assistive technology packages, drawing on MIIEF implementation experience). Utilize activity-based costing methodologies to establish costed scenarios for national scaling (e.g., low, medium, and full scaling options over 5 years). Conduct comparative costing between MIIEF and non-MIIEF setting(drawing on Workstream 1 findings to identify cost drivers, efficiency gains, and scalability considerations.

Task 3.2: Macroeconomic "Cost of Inaction" Modeling: Develop an economic simulation model demonstrating the long-term national costs of continuing with exclusionary preprimary patterns using MIIEF as a proxy model for inclusive system impact.
The simulation must project the multi-generational macroeconomic impacts of early exclusion, including:
#Loss of lifetime human capital accumulation and individual earnings potential.
#The intergenerational transmission of poverty within households.
#Escalating financial dependency ratios and long-term strains on state social protection budgets (e.g., future disability grants and health assistance).
#The macroeconomic productivity loss resulting from caregivers (disproportionately women) being excluded from the labor force to provide non-formal support Etc.

Task 3.3: Public Finance for Children (PF4C) Fiscal Space Analysis: Analyze Zimbabwe's current Medium-Term Expenditure Framework (MTEF) to identify viable financing options to expand funding. Map concrete strategies, including equity-weighted school financing formulas, resource pooling with international vertical funds (e.g., GPE, Education Cannot Wait), foundations, and public-private partnerships tailored to assistive technology supply chains.

Task 3.4: Formulation of Core Technical Reports and Strategic Advocacy Briefs:

This task focuses on consolidating the analytical outputs from the previous workstreams into high-quality technical reports and targeted advocacy products that translate evidence and financial analysis into actionable policy guidance for government and stakeholders.
#Produce a comprehensive Disability-Inclusive ECE Investment Case
Report containing all costing sheets and econometric models.
#Develop Policy Brief 1 (Targeting MOFEDIP): Frame inclusive ECE as a high-return macroeconomic investment that reduces long-term social assistance dependency and enhances national labor productivity.
#Develop Policy Brief 2 (Targeting government, International Cooperating Partners and Private Sector): Focus on resource mobilization, aid effectiveness, compliance with the 2025 Act, and opportunities for co-financing systemic inputs (e.g., GPE matchfunding) and foundations.

6. Methodology
Using an inclusive and participatory approach, the institution will implement the assignment through phased and integrated workstreams as follows: 1. Inception Phase (Cross-cutting) The institution will:
#Conduct a desk review of policies, frameworks, and analytical work related to LSS, inclusive ECE, digital learner profiling systems, MIIEF, and public finance.
#Develop a detailed methodology and workplan, including analytical approaches for case study development, accountability tracking, costing, and macroeconomic modelling.
#Undertake stakeholder mapping (MOPSE, MOFEDIP, UNICEF, OPDs, development partners, private sector).
#Identify key assumptions, risks, and mitigation measures, including fiscal, institutional, and digital access constraints.
#Establish an integrated analytical framework/Theory of Change linking evidence generation, governance systems, and financing strategies.

2. Workstream 1: Draft Case Study The institution will:
#Conduct desk review and secondary data analysis on Learner Support Services (LSS), digital learner profiling, and MIIEF integration.
#Analyze system functionality, institutional arrangements, and policy alignment.
#Produce a draft Country Case Study covering:
#Digital transformation of learner profiling systems
#Identification#referral#support pathways
#Role of MIIEF as inclusive service delivery models
#Key system bottlenecks and scalability opportunities

3.Workstream 1, 2 and 3: Fieldwork (Cross-cutting and Parallel) The institution will:
#Conduct field visits, KIIs, FGDs, and observations with stakeholders (teachers, school heads, inspectors, caregivers, OPDs, district officials).
#Include diverse contexts (rural, urban,MIIEF, satellite, community learning centres).
#Undertake infrastructure accessibility audits using inclusive standards.
#Generate primary evidence to inform:
oLSS Case Study (WS1)
oECE Accountability Tracker (WS2)
oCosting and investment assumptions (WS3)
#Identify operational, financial, and service delivery gaps, including gender and disability inclusion barriers.

4.Workstream 2: Draft ECE Accountability Tracker (Parallel) The institution will:
#Develop a monitoring framework based on a rights-based system (Access, Workforce, Infrastructure, Financing).
#Formulate SMART indicators aligned with national legislation (Persons with Disabilities Act,

inclusive policies).
#Design a draft accountability tracker/dashboard aligned to EMIS.
#Prepare a draft guidance note for implementation and institutionalization.

5.Workstream 1: Finalization The institution will:
#Revise and finalize the Country Case Study based on stakeholder consultations.
#Ensure integration of field findings, policy implications, and practical recommendations.

6.Workstream 2: Finalization (Parallel) The institution will:
#Conduct pilot testing of the ECE Accountability Tracker at sub-national level.
#Validate indicators, data sources, and usability with stakeholders.
#Refine and finalize the tracker and guidance note for national adoption. Budget reallocation opportunities
#Equity-based financing approaches
#External financing (e.g., GPE, partnerships, private sector)

7.Workstream 3: Policy Briefs The institution will:
#Prepare advocacy-oriented policy briefs, including:
#A government-focused brief (MOFEDIP) on economic returns of inclusive ECE investment
#A partner-focused brief on resource mobilization, co-financing, and system strengthening
#Translate technical findings into clear, actionable policy messages

8.Final Completion and Handover (Cross-cutting) The institution will:
#Conduct final consolidation and quality assurance of all deliverables
#Ensure alignment across all workstreams (data, governance, and financing)
#Facilitate final validation workshops with stakeholders
#Support handover and knowledge transfer to MOPSE and partners

Cross-Cutting Approach
Across all phases, the institution will:
#Facilitate continuous stakeholder engagement and dialogue
#Ensure capacity transfer and learning-by-doing
#Apply gender, disability, and equity lenses throughout
#Maintain integration across evidence, accountability, and financing systems

7.Expected Outputs
The expected outputs are presented as follows and the timeline and payment terms for each are indicated in section 10:

1.Inception Phase Outputs
#Inception Report including:
oMethodology and detailed workplan
oStakeholder mapping
oRisk and assumption analysis
oIntegrated analytical framework

2.Workstream 1 Outputs
#Draft Country Case Study on LSS and digital systems
#Final validated Case Study report

3.Fieldwork Outputs (WS1, 2 and 3)
#Fieldwork report (KIIs, FGDs, audits, site visits)
#Primary datasets and synthesized findings
#Evidence base informing all three workstreams

4.Workstream 2 Outputs
#Draft ECE Accountability Tracker (indicator matrix and dashboard prototype)
#Draft Guidance Note
#Final validated Tracker and Guidance Note

5.Workstream 3 Outputs
#Costed Investment Case Report, including:
oMinimum Inclusive ECD Package
oCosting models and scaling scenarios
oMacroeconomic #Cost of Inaction" analysis
oPF4C fiscal space assessment

6.Policy Brief Outputs
#Policy Brief 1 (Government / MOFEDIP-focused)
#Policy Brief 2 (Partners, donors, private sector-focused)

7.Final Outputs
#Consolidated and quality-assured final deliverables package
#Validation workshop reports
#Training/orientation sessions conducted
#Final submission to UNICEF and Government stakeholders

8.Expected background and Experience - Reference Table 1 in Annex B in the Terms of Reference.

9.QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES - Reference Table 2 in Annex B in the Terms of Reference.

Process and Criteria
A technical proposal must include a detailed description of the methodology to be used for the work described above, clearly demonstrating how the three workstreams (Case Study, Accountability Tracker, and Investment Case) will be implemented in an integrated manner. The proposal must also include: a proposed timeline, description of key stages, and an activity chart (GANTT chart), a financial proposal covering all activities, submitted together with the technical proposal as one package.

Table 3 : Evaluation table in Annex B in the Terms of Reference.
The Technical Proposal will be scored out of 70% while the Financial Proposal will be scored out of 30% to get a total of 100%

22010.Payment Terms
Partial payment will be done upon accomplishing the tasks and milestones and deliverables set in the table below.

Table 4 : Evaluation table in Annex B in the Terms of Reference.
11. General Conditions: Procedures and Logistics
Policy both parties should be aware of:

1.PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA)
The Contractor shall uphold the highest standards of conduct and shall take all appropriate measures to prevent Sexual Exploitation and Abuse (SEA).

The Contractor agrees to:
#·Comply with the UNICEF policy on Protection from Sexual Exploitation and Abuse (PSEA).
#·Ensure that all personnel, subcontractors, and affiliates are trained or are aware of the PSEA principles.
#Establish confidential and accessible mechanisms for reporting SEA incidents.
#Cooperate fully with UNICEF in the investigation and resolution of any SEA allegations.
#Take immediate disciplinary action against any personnel found to have engaged in the SEA.

2.CHILD SAFEGUARDING
The Contractor shall ensure that its operations do not expose children to harm, abuse, neglect, or exploitation.
The Contractor agrees to:
#Implement child safeguarding policies and procedures aligned with UNICEF's standards.
#Vet, train or awareness to all personnel who may contact children.
#Report any safeguarding concerns or incidents to UNICEF within 24 hours.
#Cooperate with UNICEF in any safeguarding investigations.
#Take corrective actions to prevent recurrence of any safeguarding breaches.
#No contract may commence unless the contract is signed by both UNICEF and the Contractor.
#No member of the contracting company may travel prior to contract signature. Zimbabwe Country Office requesting Sections is responsible for all costs related to travel and related to the required assignment.
#Members of the contracting company will not have supervisory responsibilities or authority on UNICEF budget.

9.Workstream 3: Investment Case The institution will:
#Develop a costed #Minimum Inclusive ECD Package" using activity-based costing methods.
#Build costing models and financial scenarios (low, medium, full scale).
#Conduct macroeconomic analysis of the #Cost of Inaction" (human capital loss, dependency, productivity loss).
#Undertaking Public Finance for Children (PF4C) fiscal space analysis, identifying:

PART I # PURPOSE OF THIS REQUEST FOR PROPOSAL

1.Background

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

2.Solicitation

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

2.2 This Solicitation Document is comprised of the following:

-This document

-The UNICEF General Terms and Conditions of Contract (Goods) which are attached as Annex A to this document

-The full Terms of Reference/Statement of Work attached at [Annex B]

-The Evaluation Criteria attached as [Annex C]

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

PART II # PROPOSAL SUBMISSION PROCESS

1.Proposal Submission Schedule

1.1Acknowledgement of receipt of Solicitation Document.

Proposers are requested to inform UNICEF as soon as possible by EMAIL to Allen Machekano(amachekano@unicef.org) copying in Alfred Magudhu(amagudhu@unicef.org); and Olivia Mhungu (omhungu@unicef.org) that they have received this Solicitation Document.

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

1.2Questions from Proposers.

Proposers are required to submit any questions in respect of this Solicitation Document by EMAIL to amachekano@unicef.org, amagudhu@unicef.org and omhungu@unicef.org. The deadline for receipt of any questions is 1st October 2026 at 16:00hrs Harare local time.

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

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

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the Solicitation Document, 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.

1.3Amendments to Solicitation Document. 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 Solicitation Document by amendment. If the Solicitation Document was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the Solicitation Document directly from UNICEF will be notified in writing of all amendments to the Solicitation Document. In order to afford prospective Proposers reasonable time in which to take the amendment into account in

preparing their Proposals.

1.4 UNICEF may, at its sole discretion, extend the Submission Deadline

1.5Submission Deadline. The deadline for submission of Proposals is on or before 9th October 2026 at 10:00hours, Local Harare Time.
Any Proposals received by UNICEF after the Submission Deadline will be rejected.

1.6Proposal opening. Due to the nature of this Request for Proposals, there will be no public opening of Proposals.

2.Language

2.1The 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

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

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

3.3Withdrawal 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.

3.4Clarifications 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.

3.5References. 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

4.1Proposer. The term #Proposer" refers to those companies that submit a Proposal pursuant to

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

4.2Joint 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 Purchase Order, the designated lead entity will enter into the Purchase Order with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

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

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

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

5.Preparation of Offer

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

5.2Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this Solicitation Document or any other information provided to the Proposers.
5.3 Failure to meet all requirements and instructions in the Solicitation Document or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

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

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

6.2Information 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.

6.3All information and documents provided to the Proposers by UNICEF (#Solicitation Document Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this Solicitation Document, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such Solicitation Document Materials to UNICEF, or destroy or delete all such Solicitation Document Materials. The Proposer shall not use the Solicitation Document Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the Solicitation Document Materials to any third party, except: (a) with the prior written consent

of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant Solicitation Document Materials are at the time of this Solicitation Document lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the Solicitation Document Materials; or (e) if the Solicitation Document Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the Solicitation Document Materials.

7.Multiple Proposals and Proposals from related organizations

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

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

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

(a) they have at least one controlling partner, director or shareholder in common; or

(b) any one of them receive or have received any direct or indirect subsidy from the other(s); or

(c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or

(d) they are subcontractors to each other’s Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or

(e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III #AWARD/ADJUDICATION OF PROPOSALS

1.Award

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

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

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

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

1.2 Partial Proposals. [[UNICEF will not accept partial Proposals.]

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

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

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

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

2.General Terms And Conditions Of Contract (Goods)

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

3.Inspection

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

4.Rights of UNICEF

4.1UNICEF reserves the following rights:

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

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

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

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

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

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

PART IV # REQUIREMENTS

1.Prices and Discounts

1.1 Prices. The prices include the cost of packaging and packing the goods in accordance with the requirements set out on the UNICEF Supply website https://www.unicef.org/supply/technical-specifications-packing-packaging-and-labelling. The price also includes delivery in accordance with the applicable INCOTERM.

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

1.3Currency.
(a) Proposers are requested to provide unit prices in (USD)]. UNICEF will reject any Proposals submitted in another currency.
(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.
1.4 Discounts. Proposers are requested to advise as to:

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

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

(c)Trade discounts;

(d) Any other unconditional discounts.

1.5 Taxes.

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and

charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in this Solicitation Document.

2.Implementation

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

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

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

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

3.Delivery

3.1Incoterms.

Proposers are requested to quote prices in accordance with the following delivery terms (INCOTERMS 2010): [INSERT INCOTERM(s) # for example,
DAP named place # Delivered at Place to INSERT ADDRESS
FCA # FCA named airport/seaport SPECIFY NAME OF AIRPORT/SEAPORT]

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

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

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

4. Shelf Life and Warranty

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

4.2 Packing, Packaging and Labeling. All goods must meet the requirements for packing, packaging, packing list and labelling of the goods set out on the UNICEF Supply Website (https://www.unicef.org/supply/technical-specifications-packing-packaging-and-labelling) and the additional requirements (if any) for packing, packaging, packing list and labelling set out in this Solicitation Document. This includes those requirements that apply to dangerous goods.

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

(a) The goods conform to the quality, quantity and specifications for the goods stated in the Purchase Order (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Purchase Order);

(b) The goods conform in all respects to the technical documentation provided by the Proposer in respect of such goods and, if samples were provided to UNICEF prior to entering into the Purchase Order, the goods are equal and comparable in all respects to such samples;

(c) The goods are new and factory-packed;

(d) The goods are fit for the purposes for which such goods are ordinarily used and any purposes expressly made known to the Proposer by UNICEF;

(e) The goods are free from defects in design, manufacture, workmanship and materials;

(f) The goods are free from all liens, encumbrances or other third party claims;

(g) The goods are contained or packaged in accordance with the standards of export packaging for the type and quantities of the goods specified in the Purchase Order, and for the modes of transport of the goods specified in the Purchase Order (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Purchase Order and applicable law.

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

4.5 Assignment of Manufacturer Warranties. If the Proposer is not the original manufacturer of the goods or any part of the goods, the Proposer will be expected to assign to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the goods) all manufacturers' warranties in addition to any other warranties specified in the Purchase Order.

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

5.Other Goods Requirements

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

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

If samples are requested:

Samples will be subject to technical review and laboratory testing and analysis where appropriate.
Samples must correspond 100% to the product(s) being offered.
Samples must include the manufacturer's packaging and labeling.
In the event that the Proposal is successful, samples will be retained by UNICEF for comparison checking purposes against deliveries subsequently made.
Samples should be labelled with the UNICEF Solicitation Document number, goods specifications as detailed in this Solicitation Document, Proposer's product reference and Proposer's name and address. UNICEF reserves the right to reject samples that are not labeled as requested.
Failure to provide samples in accordance with the instructions requested under this paragraph 5.2 may result in invalidation of the Proposal.

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

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

6.Liquidated Damages

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

#In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Goods), if the Supplier fails to deliver the Goods under this Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF's option, the Supplier will pay such liquidated

damages to UNICEF or UNICEF will deduct such liquidated damages from the Supplier's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of this Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this Purchase Order."

PART V # PROPOSER REPRESENTATIONS

1.Price # Most Favoured Customer

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

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

2.General Representations

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

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

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

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

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

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

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

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

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

3.Ethical Standards

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

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

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

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

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

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

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

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

3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes

subject to any such sanction or temporary suspension during the term of the Purchase Order. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the Purchase Order, UNICEF will be entitled to suspend the Purchase Order for a period of time up to thirty (30) days or terminate the Purchase Order, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF choses to suspend the Purchase Order it will be entitled to terminate the Purchase Order at the end of the thirty (30) days' suspension at UNICEF's sole choice.

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

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

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.

3.10The 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.

3.11The 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.

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

from doing business with UNICEF and any other entity of the United Nations System in the future.

4.Audit

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

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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.

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ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

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

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), 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 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 Safeguarding (as updated from time to time). The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

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

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

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

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

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

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

Indemnification

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

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

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

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

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

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

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

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

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

Liability

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

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

Intellectual Property and Other Proprietary Rights

ANNEX A
GENERAL TERMS AND CONDITIONS

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

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

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

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

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

5.4 Subject to Article 5.3, the Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

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

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

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

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

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 immediateeffect.

Service Providers and Sub-Contractors

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

End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

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

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

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

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

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

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

Force Majeure

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

7. Ethical Standards

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

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

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

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

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

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

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

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

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

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

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

entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

8. Full Cooperation with Audits And Investigations

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

9. Privileges and Immunities; Settlement of Disputes

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

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

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The arbitral proceedings will be conducted in English. 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 United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

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

11. Other Provisions

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

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

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

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

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

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

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

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

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

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