

**REQUEST FOR PROPOSAL**

**LRFP-2023-9180692**

**23 January 2023**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

Wishes to purchase

**ENDLINE ASSESSMENT, REPORTING AND DOCUMENTATION OF THE  
INTEGRATED HIV/AIDS-NUTRITION PROJECT IN LESOTHO**

**CLOSING DATE: END OF DAY 20 FEBRUARY, 2023**

**THIS REQUEST FOR PROPOSAL HAS BEEN:**

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**Prepared By:**

Mpewi Semoli

(To be contacted for additional information, NOT FOR SENDING OFFERS)

Email : msemoli@unicef.org

**Verified By:**



26/01/2023

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Makatleho Rantso

## BID FORM

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

### TERMS AND CONDITIONS OF CONTRACT

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

### INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2023- 9180692** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

Currency of Offer: \_\_\_\_\_

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

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_

Other Trade Discounts \_\_\_\_\_

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SCHEDULE NO: 1 38549269

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## 1. BACKGROUND AND JUSTIFICATION

The people of Lesotho face multiple vulnerabilities, which include stunting (34%, MICS), chronic food insecurity and poverty (57% of the population live below the poverty line) and high levels of HIV infection (22.7% prevalence and the 2nd highest in the world- LePHIA,2020; LDHS,2014). Only 11% of children under the age of five meet their minimum acceptable diet, and 51% suffer from anaemia. In 2017, 1,786 (DHIS2) children were treated for severe acute malnutrition, while climate change consequences exacerbate chronic food insecurity: Lesotho either experiences long periods of droughts or the opposite, recent heavy rains led to flooding of crops. This affects at times up to a third of the population, deteriorating the livelihood base and resulting in income insecurity that disproportionately affects women. Infant and young child feeding (IYCF) practices remain suboptimal, and the lack of proper nutrition negatively affects adherence to anti-retroviral treatment (ART) against HIV/AIDS. Additionally, the 2017 UNICEF-supported Knowledge, Attitudes and Practices (KAP) study showed that children in Lesotho did not eat a diverse diet and their caregivers have limited knowledge on appropriate and quality feeding practices.

The overall HIV prevalence in Lesotho among female adults of 15-49 years old stands at 27.9% according to the latest Lesotho Population-based HIV/AIDS Impact Assessment (LePHIA, 2020). Among this group, HIV prevalence ranged from 3.9% for older adolescent girls aged 15-19 years (vs. 2.5% among boys the same age) to 46.5% for women aged 40-44 years (vs. 37.2% among men the same age). Based on LePHIA 2020 data, HIV prevalence was consistently higher among women than men in each 5-year age group from ages 15-19 years through 60-64 years. Additionally, adolescent girls aged 15-24 years are an immediate concern due to high levels of new HIV infections with a 1.7% incidence, which is 2.5 times higher than among adolescent boys 15-24 (LePHIA, 2017).

New HIV infections in children 0-14 decreased by 22.5% since 2019, but the reduction of new infections among adolescents is lagging (Lesotho Spectrum Modelling Estimates, 2020). While Lesotho has 96% PMTCT coverage and 5.98% final transmission rate (Lesotho Spectrum Modelling Estimates, 2020), the sources of new paediatric infections stem from the quality of the programme and seroconversion during pregnancy and breastfeeding. Better adherence to national protocols that encourage exclusive breastfeeding together with ART adherence would help to ensure that infants who are born free of HIV remain HIV/AIDS free throughout the breastfeeding period. COVID-19 has also impacted the gains made in the last years, especially in primary prevention for adolescents and young people.

The synergy between malnutrition/HIV/AIDS and poverty is co-related in Lesotho. HIV causes immune impairment leading to malnutrition, which in turn leads to further immune deficiency and contributes to the rapid progression of HIV infection to AIDS, therefore creating a harmful cycle of HIV/AIDS, malnutrition, and poverty. Children and adults with HIV may have even less access to food because of stigma or a decreased ability to provide food for themselves. Stigma may lead to job loss or being cast out from the shelter of family or community. Severe illness may further result in economic instability and/or food insecurity. A malnourished child after acquiring HIV is likely to progress faster to AIDS because their body would be too weak to fight infection, whereas a well-nourished person can fight the illness better. It has been proven that good nutrition increases resistance to infection and disease, improves energy, and thus makes a person stronger and more productive, thus reducing the cycle of poverty. A child living with HIV who is not adherent to antiretroviral treatment or is not virally suppressed

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while on treatment, is less able to fight off illness, less likely to get the most out of schooling, and often becomes physically and mentally stunted. Malnutrition and HIV/AIDS keep children trapped in the cycle of poverty.

#### 1.1 PROGRAMME BACKGROUND AND OBJECTIVES

The integrated nutrition and HIV/AIDS programme started in September 2019 and was implemented in two countries: Eswatini and Lesotho. The Lesotho project was designed to improve the health and nutrition status of women and children, especially those affected and infected by HIV/AIDS. This project addresses the national plans and efforts to achieve Lesotho's development priorities as stated in the NSDP II, the Agenda 2063 for Africa, and the Sustainable Development Goals, especially SDGs 2, 3, and 5. The project also aligns with the Reproductive Maternal, Neo-natal, Child and Adolescent Health and Nutrition Strategy (RMNCAH) 2021/2022 - 2025/2026, with the Food and Nutrition Strategy and Costed Action Plan of 2019 # 2023, with the Lesotho National HIV/AIDS Strategic Plan 2018/19 # 2022/23, and with the overarching National Health Strategic Plan (NHSP) 2017-2022.

Moreover, the project contributed towards the Lesotho progress of eliminating mother to child transmission (eMTCT) of HIV/AIDS by 2020. Moving forward, Lesotho is well positioned to reach the UNAIDS 95-95-95 targets by 2025 and to achieve the UNAIDS goal of ending the AIDS epidemic by 2030, as per the National HIV/AIDS Policy (2019). The project also has an equity component: targeting the most vulnerable households in priority districts identified by the National Information System for Social Assistance (NISSA <http://www.socialdevelopment.gov.ls/nissa>).

As part of this project, health service providers were equipped with the skills to promote optimal feeding practices, prevent MTCT of HIV, support good ART adherence and give micronutrient supplements to pregnant women and children under five. Additionally, communities were mobilized to overcome the structural barriers preventing women to optimally feed their children and support women to adhere to anti-retroviral treatment.

Ultimately, the programme aimed to 1) reduce barriers to the use and access to nutrition and HIV/AIDS services, 2) strengthen health system for improved maternal and child health outcomes, and 3) enhance the quality of health services in 69 community councils in Lesotho. The main objectives of this programme were:

- To enhance the quality and availability of nutrition and HIV/AIDS services in target community councils
- To reduce barriers and increase utilization of nutrition and HIV/AIDS services in target community councils
- To increase appropriate care-seeking among communities for nutrition and HIV/AIDS services in target community councils

A key component of this integrated community-based project is governance, especially the coordination work and social accountability. The project used existing administrative and community-based structures to implement its activities, therefore strengthening them to deliver such services to the communities they serve.

Beneficiaries of the project are from the 69 community councils of Lesotho, which are registered in the NISSA. The target households have already been categorized as per their poverty status using a predefined socio-economic classification system within NISSA. In addition, the programme also targeted those who attended HIV/AIDS care and treatment services, antenatal care and under-five wellness clinics within the health sector. The project's locations were chosen to complement and integrate the existing interventions of development partners, leveraging their resources and human capital.

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Additionally, the selected community councils have expressed interest in integrated services that provide a holistic approach to child survival and development.

With the current project coming to an end in December 2022 and funding ending in Q3 of 2023, it is now the right time to conduct an end-line assessment to assess the progress, modalities, and effects of the programme interventions. The findings, as well as project monitoring data and information, will then be used to produce the project's final narrative report.

## 1.2 PROJECT'S THEORY OF CHANGE

The long-term project goal is for women and children, at risk or living with HIV, to have improved health, nutrition, and HIV/AIDS outcomes, while the intermediate outcomes are to increase the number of pregnant and breastfeeding women and adolescents, including those living with HIV, who exclusively breastfeed their children, as well as to increase the number of women on PMTCT programme who received IYCF counselling.

Two aspects of poverty that the project aimed to address were poverty of access and poverty of power. In regard to access, the defined outcome was to increase women and children's access to quality health services at the health facility and community level. For poverty of power, the project aimed to tackle the inadequacy of information and power of decision-making, by including beneficiaries in the project's development, implementation, and monitoring. The project was also designed to promote good governance by empowering community's knowledge and skills (power of information) to ensure sustainability and continuity.

Through programme reviews, UNICEF had identified poor quality of health services and weak community and facility linkages as the main gaps in service delivery. The interventions used existing community structures, such as village health workers and traditional/influencing leaders, to improve the delivery of health services. The project supported the strengthening of community-facility linkages, the formalized-connection between a health facility and the communities, such as community outreach or community-based counselling, to improve health service quality and accessibility.

The project benefitted pregnant and breastfeeding women, caregivers, children under two, adolescents, community and facility-based health, nutrition and agriculture workers, people living with HIV, community counsellors, and traditional leaders/influencers. The groups were selected because of their level of vulnerability or their sphere of influence to enable the behavior change desired. The HIV prevalence among women of childbearing age is very high, estimated at 27.9% (LePHIA, 2020), predisposing them to malnutrition and nutritional deficiencies, especially those living in vulnerable communities. Additionally, the beneficiaries, especially caregivers and health and agriculture workers, have the responsibility for ensuring that health and nutrition knowledge and skills attained are practiced.

## 1.3 PROGRAM'S STAKEHOLDERS

Funded by the UK Foreign, Commonwealth & Development Office (FCDO), the integrated HIV/AIDS-nutrition programme has been implemented and led by UNICEF and the Ministry of Health (MoH) of Lesotho. UNICEF has been providing the MoH with technical and financial support to contract CSOs to directly implement components of the project. Other ministries were also responsible for technical oversight and support in the districts, including the Ministry of Agriculture, Ministry of Education and Training (MoET), the Food and Nutrition Coordinating Office (FNCO), and the Ministry of Social Development (MoSD). All of these ministries, including the MoH, had staff members who form the District Nutrition Teams, who are responsible for the governance of this project's interventions, especially coordination and social accountability in integrated community-based activities.

This assessment is commissioned by UNICEF Lesotho, specifically the Child Survival and Development (CSD) section, with funding from FCDO. The consultants will report to UNICEF directly, but the MoH will

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play a key role in reviewing and providing feedback on all major deliverables (as cited below).

## 2. SCOPE OF WORK

### 2.1 GOAL AND OBJECTIVES FOR THE END0LINE ASSESSMENT

The overall goal of this end-line study is to assess the implementation and delivery of the integrated HIV/AIDS and nutrition interventions in target communities, and document programme results and status between September 2019 and 2022 (as the end of the programme).

#### 2.1.1 THE OBJECTIVES OF THIS ASSESSMENT THROUGH THIS CONSULTANCY ARE:

Ø Assess and report on the progress, relevance, effectiveness, efficiency, coherence, and partnerships of the HIV/AIDS-Nutrition Programme from September 2019 to date, with particular focus on equity and gender equality, as well as UNICEF#s strategic positioning in relation to its child rights mandate.

Ø Identify and document key lessons learned, good practices and positive or unexpected effects in the implementation of the HIV/AIDS-Nutrition Programme between September 2019 and December 2022, which will be used to inform and support advocacy and fundraising efforts with the Government of Lesotho.

Ø Provide a set of forward-looking and actionable recommendations to strengthen programmatic strategies and activities in the continuation of the HIV/AIDS-Nutrition Programme, taking into consideration national development priorities, such as the Lesotho NSDP II, Agenda 2063 for Africa, the Lesotho Food and Nutrition Strategy and Costed Action Plan of 2019 # 2023, and the 2030 Agenda for Sustainable Development in the country.

### 2.2 ASSESSMENT SCOPE

#### 2.2.1 DESCRIPTION OF THE SCOPE

The end-line assessment will cover the integrated HIV/AIDS-nutrition programme implementation and interventions between its start in September 2019 and its end in December 2022. It is expected that the consultants will review all project#s reports and monitoring data to identify key areas to follow-up on in this assessment, while also determining gaps that it can fill.

The specific design of this assessment will be discussed during the contracting phase and finalized during the inception phase.

As the integrated HIV/AIDS-nutrition project is implemented throughout the country, the assessment is expected to collect data from a representative sample size of the program#s beneficiaries who are registered in NISSA in all 69 community councils and all 10 districts across Lesotho.

The direct beneficiaries are children under two and pregnant and breastfeeding adolescents and women. The total number of project beneficiaries had been derived from a proportional representation of the different target population groups as estimated by the 2016 census data projections. The denominator for these estimates is derived from 235,000 households, assuming 4.3 people per household (987,000) linked to the Lesotho child grant programme:

Ø 80,000 children under 2 (approximately 50.3 % male & 49.7% female)

Ø 30,155 pregnant and lactating adolescents and women

\*Derived from NISSA Household Estimates (2018)

In addition, it is expected that the assessment will study the current governance (i.e., coordination and social accountability) as a key component of this integrated community-based project, which includes

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	assessing the capacity of service providers and community leadership. It should also assess the beneficiary feedback and accountability mechanisms that have been put in place throughout the project life.			

UNICEF has a mandate to safeguard the rights of all children, everywhere, with a focus on children who are overlooked and left behind by economic and social progress. Based on our Leave No-one Behind principle, our promise to promote gender equality in everything we do, as well as the UN Disability Inclusion Strategy, the consultants are expected to pay particular attention to equity/inclusion, gender, disability and child rights in the study design and methodology, and throughout the whole study process.

### 2.3 PRIMARY INTENDED USERS AND INTENDED USES

This assessment is aimed at informing the government's policies and scale up strategies and support the UNICEF Lesotho's advocacy efforts for adapting integrated HIV/AIDS and nutrition key interventions and ensuring that they remain relevant and appropriate to the current context. This assessment is also aimed at the Lesotho MoH and District Nutrition Teams to ensure accountability and learning for the ongoing and future implementation of similar interventions.

The study's findings will also be used by the FCDO, both for accountability and learning purposes, while supporting them to improve their expertise and future investment in the sphere of HIV/AIDS, nutrition and health assistance. Finally, UNICEF evaluation, nutrition, and HIV/AIDS specialists will have great use of this assessment as findings will contribute to the global evidence on integrated HIV/AIDS and nutrition programming, and to UNICEF's evidence base in this thematic area.

#### 2.3.1 SUMMARY OF USERS AND USAGE

##### a) PRIMARY USER: UNICEF Nutrition Specialist and HIV/AIDS Specialist

###### - End-line Assessment Use:

- Ø Inform Programming
- Ø Inform and support advocacy work
- Ø inform other similar intervention
- Ø ensure accountability and learning
- Ø Share learning and recommendations with target communities / beneficiaries and ensure meaningful accountability

##### b) PRIMARY USER: UNICEF Child Survival and Development team

###### - End-line Assessment Use:

- Ø inform and support advocacy work
- Ø Inform other HIV/AIDS and Nutrition Health work

##### c) PRIMARY USER: UNICEF ESARO Nutrition Specialist and HIV/AIDS Specialist

###### - End-line Assessment Use

- Ø Use findings to contribute to the global evidence on HIV/AIDS and Nutrition work
- Ø Inform other similar programs in the region

##### d) PRIMARY USER: UNICEF Evaluation Specialist

###### - End-line Assessment Use:

- Ø Use findings to contribute to the UNICEF'S evidence base on integrated HI/AIDS and Nutrition programming.
- Ø Inform other similar programs or work with other UN Agencies in Lesotho
- Ø Share learning and recommendations with target communities / beneficiaries and ensure meaningful accountability

##### e) PRIMARY USER: Lesotho Ministry of Health and District Nutrition Team

###### - End-line Assessment Use

- Ø Inform programming
- Ø Ensure accountability and learning
- Ø inform government's policies and strategies around HIV/AIDS, nutrition and public health



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	<p>Ø Share learning and recommendations with target communities / beneficiaries and ensure meaningful accountability</p> <p>f) PRIMARY USER: FCDO</p> <p>- End-line Assessment Use:</p> <p>Ø Demonstrate accountability and learning</p> <p>Ø improve current and future funding in HIV/AIDS and nutrition sectors</p> <p>g) PRIMARY USER: Researchers, Practitioners and Policymakers in HIV/AIDS and Nutrition Sector (General)</p> <p>- End-line Assessment Use:</p> <p>Ø Access to available data for further research</p> <p>Ø Access to findings to inform similar programmes in the country of region</p> <p>Ø Access to findings to inform policymaking in the region.</p>			

### 2.3.2. ENDLINE ASSESSMENT RESEARCH QUESTIONS

#### i) ASSESSMENT CRITERIA: RELEVANCE

##### KEY QUESTIONS:

Ø To what extent are the program#s objectives and design, including the underlying theory of change, valid and respond to the needs of intended beneficiaries and to the priorities and policies of the Lesotho government?

##### SUB-QUESTIONS:

Ø Are the project#s interventions appropriate in the current context (during peaks of COVID-19 and now), to meet the needs of the beneficiaries and the priorities of the government of Lesotho?

Ø Are the interventions and outputs of the programme consistent with the intended intermediate and long-term outcomes/impact of the project?

#### ii) ASSESSMENT CRITERIA: COHERENCE

##### KEY QUESTIONS:

Ø To what extent has the project been consistent with and complementary to other interventions and policies?

##### SUB-QUESTIONS:

Ø How has the programme been complementary and aligned with interventions by other external actors# (e.g., CSO, NGOs, etc.) in the same context?

#### iii) ASSESSMENT CRITERIA: EFFECTIVENESS

##### KEY QUESTIONS:

Ø To what extent were the objectives and intended results of the project been achieved so far?

Ø What were the major factors influencing the achievement or non-achievement of the objectives and intended results?

##### SUB-QUESTIONS:

Ø To what extent has the programme contributed to improve levels of health and nutrition among beneficiaries (women and children) at risk of or living with HIV?

Ø How successfully has the programme supported vulnerable adolescent, women and children at risk of or living with HIV during the Covid-19 pandemic specifically?

#### iv) ASSESSMENT CRITERIA: EFFICIENCY

##### KEY QUESTIONS:

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Ø Have the project interventions delivered results in an economic and timely manner?

SUB-QUESTIONS:

Ø Are the project inputs (funds, human resources, time etc.) well converted into outputs and outcomes within the intended timeframe that meets the demands of an evolving context?

Ø Are there areas in the project where operational improvements can be achieved?

v) ASSESSMENT CRITERIA: PARTNERSHIP

KEY QUESTIONS:

Ø To what extent is the current collaboration between various project partners effective and coordinated?

SUB-QUESTIONS:

Ø What mechanism among service providers and community leadership was put in place by the project to ensure a good governance through coordination and social accountability? How successful was it?

### 3. ENDLINE ASSESSMENT APPROACH AND METHODOLOGY

In 2020, a baseline assessment of the programme was completed, and primary data were collected remotely due to COVID-19. This end-line assessment can therefore use the baseline data and findings to assess the effects of the programme between its start and now and evaluate the progress in its implementation and identify good practices among elements of the programme. It is also expected that the consultants will both review and use existing secondary and monitoring data, where possible, and collect primary data for their analysis, conclusions, and recommendations. In line with UNICEF's data quality standards, all data collected and analyzed will be disaggregated by gender, age range, locations and where possible, by vulnerable groups, such as disability status and people living with HIV.

STUDY DESIGN: the preferred approach is to use a mixed-method and participatory design that is gender-sensitive and socially inclusive. The consultants will assess and develop a framework that will provide the overall research methodology to answer the key questions as stated above, showing the specific type of data collection and analysis needed to focus on each of the research questions being asked.

STUDY SCALE: the assessment should plan to work across all ten districts with the target groups, including adolescents and women at risk of or living with HIV, as well as other key stakeholders, including parents/caregivers, health workers, chiefs and councilors, programme partners, programme staff, MoH and UNICEF staff/other stakeholders of interest.

FLEXIBILITY OF APPROACH: The successful consultancy firm will be expected to demonstrate flexibility and creativity, and demonstrated capacity to do so, in responding to any changing situation, applying appropriate methods of data capture. As part of their proposal, applicants should demonstrate they have considered potential scenarios and how these might affect the study design (e.g., sample sizes with its various costs and its meaning for statistical power). They should outline how they would adapt their approach to take into account the presence of COVID-19, ensuring the safety of all participants remains paramount.

#### 3.1 POTENTIAL LIMITATIONS OF THE ASSESSMENT / RISK MANAGEMENT

The consultants need to demonstrate flexibility and produce a comprehensive general risk assessment, which includes mitigations measures and alternative approaches.

It is important the successful consultancy team has taken all reasonable measures to mitigate any potential risks to research participants and the delivery of the required outputs for this assignment. The

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	consultant team should therefore submit a comprehensive risk management plan covering: The assumptions underpinning the successful completion of the proposals submitted and the anticipated challenges that might be faced.			
	Ø Estimates of the level of risk for each risk identified			
	Ø Proposed contingency plans the bidder will put in place to mitigate any occurrence of each of the identified risks			
	Ø Specific safeguarding risks (for both children and adults) and mitigating strategies			
	Ø Health and safety issues that may require significant duty of care precautions, with consideration paid to risks relating to COVID-19.			

### 3.2 RESEARCH ETHICS

Ethics and safeguarding are at the centre of research practice at UNICEF. The team of consultants will be required to develop an ethical approach to ensure complete compliance with international good practice relating to research ethics and protocols, particularly with regards to safeguarding children and vulnerable groups. The ethics plan should recognize the power dynamic between consultants, clients, and programme stakeholders, and address this imbalance for the research process, as well as ethical safeguards for participants of the study (including fair representation, respect for dignity and diversity, confidentiality, avoidance of harm, etc.). In addition, the consultants will have to apply for ethics clearance and approval before data collection can start.

Considerations should be given to:

- Administrative, technical and physical safeguards to protect the confidentiality of those participating in the research
- Safeguards for those conducting research
- Do No Harm safeguards for people participating in research, including physical safeguards as well as emotional/psychosocial safeguard.
- Parental or caregiver consent concerning data collection
- Appropriate spaces and methodologies tailored in consideration of unique needs of vulnerable adults

### 3.3. SPECIFIC TASKS/ACTIVITIES UNDER THIS ASSIGNMENT

The end-line assessment activities will be performed in-person as a preferred approach, but remote methods (e.g., phone calls, digital platforms etc.) can be explored as needed.

Once hired, the consultants are expected to carry out the following:

#### a) Inception Activities

- Conduct a desk review of all relevant programme documents and existing integrated HIV/AIDS and nutrition data for the programme focus area.
- Conduct a stakeholders# analysis
- Prepare and apply for ethics approval/clearance
- Attend inception meetings
- Develop an inception report, which includes sampling methods and sampling frame for both

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	quantitative and qualitative data collections, detailed workplan, list of tools and mapping of tools in relation to the research questions, mapping of secondary and primary data to respond to the research questions, fieldwork strategy, data quality assurance, etc.			
	b) Conduct data collection			
	<ul style="list-style-type: none"> <li>Hire and train enumerators and/or research assistants for quantitative and qualitative data collection activities</li> <li>Prepare and provide all necessary tools for data collection, including print interview guides, consent forms, voice recording device as needed, etc.</li> <li>Lead and implement activities of primary data collection (quantitative and qualitative) in communities as needed (depending on sampling methodology)</li> <li>Lead and collect secondary data to be used for the end-line analysis where needed</li> <li>Lead stakeholders# interviews (qualitative)</li> </ul>			
	c) Data analysis and report writing			
	<ul style="list-style-type: none"> <li>Quantitative data analysis</li> <li>Qualitative data analysis</li> <li>Write end-line assessment report (draft and final), which includes populating the research matrix, an executive summary, findings, conclusions, and recommendations</li> <li>Develop a PowerPoint presentation on findings, conclusions, and recommendations</li> <li>Use the PowerPoint presentation to communicate findings, conclusions and recommendations to relevant staff and audience (e.g., UNICEF Lesotho, UNICEF ESARO, MoH, the FCDO etc.)</li> <li>Use the end-line assessment data, project monitoring data, and overall project information to complete the project Year 4 quarterly reports (Q3 and Q4) and the project annual narrative donor report (templates to be provided)</li> </ul>			
	d) Coordination and technical support			
	<ul style="list-style-type: none"> <li>Lead on the full coordination, planning and execution of the activities in-country and remotely</li> <li>Liaise and report regularly to UNICEF Lesotho</li> <li>Attend calls and meetings as needed, and assist in preparing background materials and taking minutes</li> </ul>			

### 3.4 RESPONSIBILITIES OF PARTIES INVOLVED IN THE ASSIGNMENT

#### 3.4.1 Responsibility of UNICEF Lesotho

Provide all relevant technical documents related to the integrated HIV/AIDS and Nutrition Programme, including previous studies if relevant, programme reports, existing datasets if any; and financial documentation to the consultants as required.

- ü Overview of the programme, list of target communities and beneficiaries
- ü Contact list of key people in-country and in the field
- ü Support in setting up introductory meetings with relevant stakeholders and communities

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	<ul style="list-style-type: none"> <li>ü Collaborative inception meetings to finalize research questions and methodology</li> <li>ü Review all deliverables submitted and provide feedback as appropriate</li> <li>ü Participate in interviews/focus group discussions if asked</li> </ul>			
	3.4.2 Responsibility of the Consultants			
	<ul style="list-style-type: none"> <li>ü Submit a full list of contacts for all staff involved in this assignment during the inception meeting</li> <li>ü Conduct a thorough desk review, including examining available data from project monitoring, from other country-specific reports and activities to inform tools, analysis, reporting.</li> <li>ü Collaborate with UNICEF Lesotho to agree on final research questions</li> <li>ü Develop and finalize the overall end-line assessment approach and methodology</li> <li>ü Design or modify tools as necessary and secure UNICEF Lesotho#s approval for all data collection tools</li> <li>ü Prepare and apply for ethics approval/clearance</li> <li>ü Report to the UNICEF Evaluation and Research Specialist and attend meetings as agreed</li> <li>ü Conduct fieldwork: <ul style="list-style-type: none"> <li>ü Recruit and train research assistants / enumerators on data collection tools and research practices in the field</li> <li>ü Make own logistical arrangements to reach the selected communities and organize interviews, and ensure full logistical support for the entire exercise across all districts</li> <li>ü Supervise and take full responsibility for the behavior and performance of data collectors, including data collection quality checking in the field</li> <li>ü Ensure individual data collection reports outlining progress achieved and any challenges are completed by enumerators and that these are compiled into an overall fieldwork report</li> <li>ü Submit (by email) to UNICEF#s Chief of CSD, R&amp;E Specialist and Nutrition Specialist bi-weekly or monthly progress reports during the assignment period, summarizing activities / tasks completed to date (% achieved), challenges and mitigation strategies, time spent, etc.</li> <li>ü Run analysis of the findings and produce various reports, which sufficiently explore and explain the results</li> <li>ü Develop and agree on a reporting structure and format with UNICEF#s Chief of CSD and Research &amp; Evaluation</li> </ul> </li> </ul>			
	4. EXPECTED DELIVERABLES AND REPORTING REQUIREMENTS			
	4.1 ACTIVITY / TASK NO. 1 - INCEPTION PHASE			
	<ul style="list-style-type: none"> <li>Ø Attend inception meetings</li> <li>Ø Conduct a desk review</li> <li>Ø Conduct a stakeholders# analysis/mapping</li> </ul>			

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- Ø Apply for ethics approval/clearance
- Ø Develop an inception report
- Ø Develop quantitative and qualitative data collection tools and materials
- Ø Translate the data collection tools into Sesotho
- Ø Pilot and finalize data collection tools
- Ø Prepare logistics for fieldwork
- Ø Lead and collect secondary data

#### DELIVERABLES

- Ø Set of final data collection tools (quantitative and qualitative) in both English and Sesotho
  - Ø Ethics approval completed and obtained
  - Ø Final inception report, including annexes
- DURATION: 15 working days  
PAYMENT: 40%

#### 4.2 ACTIVITY / TASK NO. 2 - FIELD WORK

- Ø Hire and train enumerators / research assistants
- Ø Prepare and provide all necessary tools for data collection
- Ø Lead and implement activities of primary data collection (quantitative and qualitative)
- Ø Lead stakeholders# interviews

#### DELIVERABLES

- Ø Bi-weekly or monthly fieldwork progress reports
  - Ø Data collection activities are completed
- DURATION: 20 working days  
PAYMENT: 30%

#### 4.3 ACTIVITY / TASK NO. 3 - DATA ANALYSIS AND REPORT WRITING

- Ø Quantitative data analysis
- Ø Qualitative data analysis
- Ø Produce draft and final end-line assessment report
- Ø Develop a PowerPoint presentation on findings, conclusions, and recommendations
- Ø Present findings to UNICEF, MOH and any other key relevant stakeholders
- Ø Produce draft and final Year 4 Quarter 3 and Year 4 Quarter 4 reports for the project (template to be provided)
- Ø Produce draft and final annual donor narrative report for the project (template to be provided)

#### DELIVERABLES

- Ø Final end-line assessment report, including annexes
  - Ø Final PowerPoint presentation
  - Ø Final datasets
  - Ø Year 4 Quarter 3 and Year 4 Quarter 4 Reports
  - Ø Final donor narrative project report
- DURATION: 25 working days  
PAYMENT: 30%

The draft and final end-line assessment report should be between 40-60 pages, excluding the executive summary and annexes. The report should indicatively be structured as follows:

- a. Executive summary
- b. Introduction
- c. Description of the project, including the Theory of Change
- d. Overview of the assessment approach, the design and methods used, including limitations and challenges
- e. Findings

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- f. Conclusions and recommendations  
g. Annexes

All reports should be submitted in electronic form and should be submitted in English.

In addition to the above:

i). Applicants are required to provide a draft detailed workplan in their application incorporating all relevant tasks and milestones of the study from start to finish, and a final version in the Inception Report.

ii). The Consultancy Team will be required to deliver a face-to-face and/or online presentation of the assessment findings, as an integral part of the submission process.

iii). Other communication materials for dissemination are encouraged. The project is particularly interested in materials, which will help us provide feedback to beneficiaries and communities we work alongside, engaging stakeholders more widely. These will be agreed with the project team during the inception phase.

iv). Final Data Collection Tools # The Consultancy Team and UNICEF Lesotho will work collaboratively on all methods of data capture. At the end of data collection, the Consultancy Team will be expected to submit a clean copy of all data collection tools developed and used in the study to UNICEF.

v). Clean Datasets (including transcripts) # The Consultancy Team will be expected to provide fully #cleaned-up# datasets for both the qualitative and quantitative aspects of the study. For quantitative reporting, this may be in SPSS, Stata or SAS file format accompanied by the code used to carry out analysis and a variable codebook. Similarly, for qualitative work, this should include cleaned and anonymized transcripts and coding framework.

## 5. REPORTING FORMAT

Name of the Contractor \_\_\_\_\_ Name of Programme Section \_\_\_\_\_:

### Ø PLANNED ACTIVITY:

a) Inception Phase Activities

### Ø ACHIEVEMENTS INDICATORS:

Timely delivery and high quality of deliverables produced:

§ set of final data collection tools (quantitative and qualitative)

§ final inception report

Ethics approval obtained

### Ø MEANS OF VERIFICATION

§ Final inception report reviewed and validated by UNICEF Lesotho

§ Approval document from an Ethics Review body

b) Field Work Activities

### Ø ACHIEVEMENTS INDICATORS:

§ Quality of working relations and of written materials produced is high and satisfactory to UNICEF Lesotho

### Ø MEANS OF VERIFICATION

§ Adherence to timeline and set deadlines.

§ Bi-weekly or monthly fieldwork progress reports reviewed and validated by UNICEF Lesotho

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c) Data analysis and report writing activities

Ø ACHIEVEMENTS INDICATORS:

Timely delivery and high quality of deliverables produced:

§ final end-line assessment report, including annexes.

§ final PowerPoint presentation

§ final datasets

§ final donor narrative project report

§ final Year 4 Quarter 3 and Year 4 Quarter 4 Reports

Ø MEANS OF VERIFICATION

§ Final end-line report reviewed and validated by UNICEF Lesotho

§ Final PowerPoint presentation and final datasets reviewed and validated by UNICEF Lesotho

§ Year 4 Quarter 3 and Year 4 Quarter 4 Reports reviewed and validated by UNICEF Lesotho

§ Final donor narrative report reviewed and validated by UNICEF Lesotho and UK

## 6. DESIRED COMPETENCIES, TECHNICAL BACKGROUND AND EXPERIENCE

Bidders are required to clearly identify and provide CVs for all those proposed in the Consultancy Team, clearly stating their roles and responsibilities for this assignment. Please specify your level of presence or experience in country and if any work will be subcontracted and to whom. Please note that if the enumeration is to be sub-contracted, the consultancy firm will be ultimately responsible for the enumerators they are subcontracting to.

The proposed team should include the technical expertise and practical experience required to deliver the scope of work and outputs, in particular with regards to:

Ø Study design: the team should include skills and expertise required to design, plan and conduct mixed-method end-line assessments, using techniques that are gender-sensitive and socially inclusive

Ø Skills in quantitative and qualitative data collection and analysis, drawing findings from multiple sources and handling potential contradictions between datasets.

Ø Relevant subject matter knowledge and experience: knowledge and experience required on conducting research about children, nutrition and HIV/AIDS sector, equity, child rights, and gender to ensure that the design and research methods are as relevant and meaningful as possible given the aims and objectives of the project and the context in which it is being delivered

Ø Study management: the team has experience managing complex end-line assessment and research process from end-to-end, especially producing high quality reports

Ø Primary research: gender-sensitive design, management and implementation of primary quantitative and qualitative research in potentially challenging project environments

Ø Country experience: it is particularly important that the team has the appropriate country knowledge / experience and language proficiency (Sesotho and English) required to conduct the research required

Ø Information management: design and manage sex- and vulnerability-disaggregated data and information systems capable of handling large datasets

Ø Statistical analysis: a range of statistical modelling and analysis of data; highly proficient user of SPSS or STATA; and qualitative data analysis techniques, including the use of software e.g. ATLAS.ti, NVivo or equivalent where needed;

Ø Safety considerations: ensuring the whole process adhere to best practice for research, including the



Item No	Item Description	Quantity/Unit	Unit Price	Amount
	implementation of safeguarding policy and procedures to ensure safety of participants. Note that all bidders are expected to be able to show that they have a safeguarding policy in place during the research activities.			
	Ø Experience working with/in the UN or other international development organizations in the health sector is an asset			
	<b>7. ADMINISTRATIVE MATTERS</b>			
	Ø The selected Institutional contractor will be governed by and subject to UNICEF's General Terms and Conditions for Institutional contracts			
	Ø The Institutional contractor will work on their own computer(s) and use their own office resources and materials in the execution of this assignment			
	Ø Provide necessary documentation for approval by UNICEF before engaging sub-consultants. The Institutional contractor, under ordinary circumstances, shall not engage any sub consultants for any part of the assignment, unless otherwise specifically approved by UNICEF.			
	Ø As per UNICEF DFAM policy, payment is made against approved deliverables. No advance payment is allowed unless in exceptional circumstances against bank guarantee, subject to a maximum of 30 per cent of the total contract value in cases where advance purchases.			
	Ø The Institutional contractor's fees must be #all inclusive# of all administrative costs - travel, accommodation, allowances, etc.			
	Ø The Institutional contractor is expected to be available and fully in charge of supporting all activities and operations of the consultancy for the full duration of the contract.			
	<b>7.1 APPLICATION AND TECHNICAL EVALUATION CRITERIA</b>			
	Interested candidates will be required to submit the following application			
	A two-element procedure shall be utilized in evaluating proposals, with evaluation of the technical proposal being completed prior to any financial proposal being compared.			
	For the first element, applicants will submit a Technical Proposal:			
	The technical proposal should be prepared on the basis of the tasks and deliverables (as per Table 3 above). It should not exceed 10-15 pages (excluding annexes). The proposal should include approach and methodology for sampling and suggested study design, as well as a draft detailed workplan and timeline for the different inception, data collection, and data analysis/report writing activities. The Technical Proposal shall also include updated CVs (as annexes) and 3 references.			
	<b>7.2 TECHNICAL EVALUATION CRITERIA</b>			
	<b>7.2.1 OVERALL RESPONSE &amp; METHODOLOGY = 35 points</b>			
	Ø Understanding of scope, objectives and completeness of response (5)			
	Ø Quality of the proposed approach and methodology (20)			
	Ø Quality of proposed implementation plan, i.e., how the bidder will undertake and staff each task, time-schedule, and risk assessment (10)			
	<b>7.2.2 PROPOSED TEAM AND ORGANIZATIONAL CAPACITY = 35 points</b>			
	Ø Leadership Skills: Relevant leadership/management experience, skills, and qualifications (5)			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Ø Technical expertise: quantitative and qualitative expertise and experience, experience in sampling and conducting fieldwork for data collection, skills & qualifications for evaluations (10)

Ø Technical expertise: experience and expertise in research about children and young people, HIV/AIDS and nutrition (10)

Ø Organization of the team, roles & responsibilities and presence in Lesotho (10)

7.2.3 TOTAL MARKS FOR TECHNICAL COMPONENT = 70 POINTS

7.3 FINANCIAL PROPOSAL = 30 POINTS

As a second element, bidders are also required to submit Financial Proposals. Acceptable Financial Proposal currency is Lesotho Loti or US Dollar.

Ø Cost breakdown of consultancy fees, inclusive of all costs including fieldwork in Lesotho (travel, accommodation, allowances, etc.).

Ø Rates/prices offered shall remain fixed for the entire period from the commencement of the contract

Ø No Letter of Credit or Advance Payment

Ø The Financial Regulations and Rules of UNICEF preclude advance payments and payments by letter of credit, except in special circumstances. Such provision in a proposal will be prejudicial to its evaluation by UNICEF.

## 8. SUBMISSION OF PROPOSALS

8.1 Technical Proposals to be submitted to: les-Techproposal@unicef.org

8.2 Financial Proposals to be submitted to: les-finproposal@unicef.org

9. CLOSING DATE: End of Day 20 February, 2023

## 10. NATURE OF PENALTY CLAUSE IN CONTRACT

If the final reports and documents are not submitted according to the deliverables stated in this TOR, the payments will be withheld.

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines (fees reduced due to late submission: 20 days - 10%; 1 month -20%; 2 months -30%; more 2 months # payment withhold). All materials developed will remain the copyright of UNICEF and UNICEF will be free to adapt and modify them in the future.

UNICEF is committed to diversity and inclusion within its workforce, and encourages all candidates, irrespective of gender, nationality, religious and ethnic backgrounds, including persons living with disabilities, to apply to become a part of the organization.

UNICEF has a zero-tolerance policy on conduct that is incompatible with the aims and objectives of the United Nations and UNICEF, including sexual exploitation and abuse, sexual harassment, abuse of authority and discrimination. UNICEF also adheres to strict child safeguarding principles. All selected candidates will be expected to adhere to these standards and principles and will therefore undergo

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>rigorous reference and background checks. Background checks will include the verification of academic credential(s) and employment history. Selected candidates may be required to provide additional information to conduct a background check.</p> <p>Individuals engaged under a consultancy contract are not classified as #staff members# under the Staff Regulations and Rules of the United Nations and UNICEF#s policies and procedures and will not be entitled to entitlements and benefits provided therein (such as medical insurance coverage, pension fund etc.). Their conditions of service will be governed by their contract and the General Conditions of Contracts for the Services of Consultants and Individual Contractors. Consultants and individual contractors are responsible for determining their tax liabilities and for the payment of any taxes and/or duties, in accordance with local or other applicable laws</p> <p>11. Risks and Risks Mitigation Restrictions on movement due to the Covid-19 pandemic could result in implementation delays of certain activities. Regular monitoring and liaison with UNICEF Lesotho will be required before any travels can be undertaken.</p>			

Incoterms & Delivery Requested	Lead Time & Related Charges		
<b>Packing</b>			
Unit : Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	
Total: Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	

## INSTRUCTION TO BIDDERS

### 1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

**NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

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

#### 1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

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

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

#### 1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

#### 1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

### 2. OPENING OF PROPOSALS

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

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

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

### 3. UNGM REGISTRATION

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

### 4. AWARD NOTIFICATION

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

##### Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

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

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

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

#### 2. Delivery; Inspection; Risk of Loss

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

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

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

##### Inspection

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

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

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

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

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

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

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

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

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

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

##### Risk of Loss; Title to Goods

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

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

#### 3. Price; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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

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

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

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

UNICEF staff and other personnel).

#### 4. Representations and Warranties; Indemnification; Insurance

##### Representations and Warranties

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

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

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

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

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

##### Indemnification

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

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

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

#### Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

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

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

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

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

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

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

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

#### Liability

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

#### 5. Intellectual Property and Other Proprietary Rights; Confidentiality

##### Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

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

#### Confidentiality

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

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

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

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

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

#### End of Contract

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

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

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

#### 6. Termination; Force Majeure

##### Termination by Either Party for Material Breach

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

##### Additional Termination Rights of UNICEF

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

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

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

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

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

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

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

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

#### Force Majeure

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

#### 7. Ethical Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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#### 8. Full Cooperation with Audits And Investigations

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

#### 9. Privileges and Immunities; Settlement of Disputes

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

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

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

#### 10. Notices

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

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

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

#### 11. Other Provisions

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

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

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

or joint venturers.

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

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

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

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

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

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

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

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

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

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

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

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