

**REQUEST FOR PROPOSAL**

**LRFP-2024-9194374**

**14 November 2024**

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

Wishes to purchase

**REVIVE THE EXISTING ARCGIS NETWORKED GIS AND DRWS PORTAL  
USING OPEN-SOURCE SOFTWARE**

**CLOSING DATE: END OF DAY 13 DECEMBER 2024**

**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:**



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Makatleho Rantso

**BID FORM**

This 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-2024- 9194374** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Early Payment Discount Terms are offered by you:  
 10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_  
 Other \_\_\_\_\_

**Declaration**

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

1.		YES	NO
	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:		
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse:	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> #Management# means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>



**The UNICEF** reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

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

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

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

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

Name and Title: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

UNGM #: \_\_\_\_\_

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

Email: \_\_\_\_\_

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SCHEDULE NO: 1 SC240383

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#### 1. BACKGROUND

The Metsi a Lesotho project, funded by the European Union (EU), is dedicated to enhancing access to safe and sustainable water supply and sanitation services in rural areas of Lesotho. This project is designed to address critical challenges within the water and sanitation sector, such as inadequate infrastructure, limited access to clean water, and poor sanitation practices. To tackle these issues, the project will deliver inclusive WASH facilities in rural schools, healthcare facilities, and communities, while simultaneously establishing and implementing a decentralized framework conducive to effective rural WASH management.

Central to this project is the capacity-building of local, district, and national departments responsible for water supply, WASH in schools, WASH in healthcare facilities, and the promotion of sanitation and hygiene education. A particular focus will be on empowering women and persons with disabilities. The project also seeks to support and equip key stakeholders including the Department of Rural Water Supply (DRWS), Ministry of Education and Training (MoET), Environmental Health Division (EHD) in the Ministry of Health (MoH), District Council WASH teams, and Water Service Authorities (WSAs) and Water Service Providers (WSPs) to effectively utilize monitoring and evaluation frameworks, GIS data, and planning tools to ensure accountability, transparency, and timely reporting of both physical and financial progress in WASH initiatives across communities and institutions. Ultimately, the project aims to improve health outcomes, reduce poverty, and contribute to the overall socio-economic development of rural communities in Lesotho.

One of the specific outputs of the project is to ensure that DRWS, District Council WASH, and WSAs are supported, capacitated, and equipped to effectively use the M&E framework, GIS data, and planning tools, enabling accurate and timely reporting of physical and financial progress. A recent assessment of options for the Water Sector GIS and for the DRWS Survey and Design tools has identified the use of open-source QGIS software as an alternative to the existing licensed ArcGIS set-up, with Qfield or alternatives as a replacement for the Trimble PenMap survey software that will no longer be supported. The existing set-up with a server placed at the Ministry of Communication and networked to the DRWS Head office and 10 district offices is no longer fully functional. One of the key challenges has been for Government to allocate adequate budget for annual renewal of the maintenance licenses for the GIS server software. Given this background, DRWS with support from UNICEF Lesotho is planning to revitalize the existing ArcGIS-based server set-up for the WASH sector to be based on open-source software.

#### 2. OBJECTIVE

The objective of this assignment will therefore be to revive the existing ArcGIS networked GIS and DRWS Portal using open-source software to provide a similar or better and more user-friendly functionality and to train DRWS and water sector GIS personnel in operating and maintaining the GIS platforms.

Information on the existing ArcGIS set-up is available on the DRWS GIS Portal:

<https://drws.gov.ls/portal/apps/sites/?fromEdit=true#/lesothowater>

#### SPECIFIC OBJECTIVE INCLUDE:

# To revive the existing ArcGIS networked GIS and DRWS Portal using open-source software to provide a similar or better and more user-friendly functionality.

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# To train DRWS and water sector GIS personnel in operating and maintaining the GIS platforms.

### 3. SCOPE OF WORK

Under the overall guidance and supervision of the WASH Specialist, the consulting firm will assess the existing GIS dashboard and server setup and re-programme the GIS server set-up and develop user manuals and guidelines and capacitate water sector GIS personnel in the operation and maintenance of the GIS.

#### 3.1 THE DETAILED SCOPE OF WORK INCLUDES THE FOLLOWING ACTIVITIES

a) Assessment of the GIS Server set-up and internet dashboard:

The consulting firm will prepare an inception report detailing the actions needed to reprogram the GIS server set-up and internet dashboard with a detailed work plan for implementing the revival of the set-up, preparing manuals and guidelines, and capacitating the water sector GIS personnel. The consulting firm's responsibilities under this activity will include:

b) Assessment of the functionality of the existing ArcGIS based server set-up and dashboard: The Firm will assess all the functions of the existing GIS including the storage and back-up of DRWS district level generated data from surveys and designs and other community, institutional, including schools and health care facilities, and household data collection. This will also include the functionality of the planning functions with export and import of data to excel for preparation of Community Council and District Level work plans.

c) Suggestions for improvements: the Firm will i) assess and clarify the actions needed to reestablish the existing functionality of the GIS server set-up; and ii) suggest possible improvements to the functionality such as, and not limited to, the possibility of integrating the planning functions in the GIS, improving the presentation and access to collected community and institutional level detailed data, improving the envisaged assets management register for rural water systems, reporting and printing formats for presentation of results to stakeholders etc.

d) Integration with QGIS: The assessment shall clearly identify any changes and programming that will allow for full integration with the envisaged use of QGIS for the DRWS survey and design tools and the Qfield or alternatives as a data collection tool for the detailed surveys using the R2 GNSS receivers for accurate survey of piped networks as well as using Qfield or alternatives for general data collection at community, institutional and household level. The Firm shall integrate the work for piloting the use of QGIS and Qfield for survey and design and implement any updates to the field tools needed for easy integration in the networked GIS.

e) Integration with National Spatial Development Framework: The assessment shall map out how the DRWS GIS will integrate with and link to: i) other water sector GIS set-ups such as the WASCo data on networks in urban areas, the data on bulk water infrastructure, and water resources data; and ii) other sectors' data such as the GIS systems being established for preparation of Integrated Catchment Management and Development planning processes and general infrastructure data in Lesotho. This may also potentially include data on WASH in Schools and WASH in Health Care Facilities.

f) Inception Report: The findings shall be presented in a draft inception report and PowerPoint presentation. Following submission of the report, the Firm shall facilitate a meeting of the Water Sector M&E Task Force to discuss and agree on the way forward on the reprogramming of the GIS. The firm should also propose the required equipment necessary to complete the assignment.

These activities will ensure a clear plan for reestablishing the GIS set-up that is designed according to the needs and requirements of the water sector.

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### 3.2. REPROGRAMMING OF THE GIS:

a) Implementation of the GIS Server Set-Up: The Firm will carry out the reprogramming of the GIS server set-up and updating of the internet dashboard as agreed with the M&E Task Force. The work will be carried out in full collaboration and openness with the personnel and management in the water sector to facilitate the sector's capacity to maintain the GIS.

b) District Office Integration: If needed the Firm will update the GIS installations in the 10 district offices and DRWS Head Office to link effectively to the server in the Ministry of Communication server room. The Firm will report at two weeks interval on the progress of the reprogramming and at key stages in the process and where needed to take decisions on the way forward participate in progress meetings with the M&E Task Force.

These activities will result in a functioning GIS server setup and a user-friendly internet platform.

### 3.3 TESTING AND USER TRAINING IN THE NEW OPEN-SOURCE SOFTWARE SERVER SET-UP:

After establishing a functioning server set-up, the Firm will capacitate water sector users in the new GIS and platform.

Specific tasks under this activity include:

a) Assessment of functionality: The Firm will present the functionality of the user interface to water sector management, key sector personnel and other stakeholders and in a participatory manner determine any possible improvements in terms of functionality and user friendliness of the overall GIS data base set-up and the internet dashboard for general access to the data.

b) Guidelines and Manuals: The Firm will document the set-up and functionality of the new open-source GIS set-up in user guidelines and manuals. The content and level of detail in the manuals shall be at least similar to the manuals available on the existing ArcGIS platforms.

c) Testing by key stakeholders: The Firm will allow for at least one month testing by key stakeholders in the functionality of the new set-up and the adequacy of the manuals and guidelines and arrange any training of users as needed and be available for any follow-up meetings to discuss possible future development of the systems. The system will be handed over to the DRWS for operation and maintenance.

This activity is intended to ensure that the new systems is functioning and is tailored to the needs of the water sector.

### 3.4. BACKSTOPPING AND TROUBLESHOOTING SERVICE:

a) After-Sales Support: The Firm shall be available for after sales services in the form of call out for any faults or problems that might occur during the first year's use of the new GIS set-up. The focus shall be on solving the problems while at the same time capacitate the GIS personnel in the sector to carry out future troubleshooting and corrections.

This is intended to ensure that the GIS systems will continue to function and be an effective tool for data management and planning in the water sector.

## 4. WORK RELATIONSHIPS

The consulting firm will report to the Water Sector M&E Task Force established, providing regular updates on the progress of the work. The firm will collaborate closely with UNICEF WASH Specialist, Director of Department of Rural Water Supply, and the National WASH Advisor to ensure the project aligns with national WASH priorities. Meetings will be held with key stakeholders at critical stages of the project to gather input and ensure alignment with national priorities.



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5. DELIVERABLES, TIMELINES, AND PAYMENT SCHEDULE

The consulting firm is expected to provide the following key deliverables throughout the course of the project:

DELIVERABLES 1:

a. Final Inception Report

- Ø Final Inception Report presenting the result of assessment of existing systems, proposed improvements, and comprehensive work plan that outlines the key phases, activities and milestones.
- Ø Specify stakeholder engagement strategies, outlining how consultations with government bodies and other key actors will be carried out to gather input on existing challenges and opportunities
- Ø Presentation of assessment and agreement on the way forward. Submission of final Inception Report

TIMELINE: 1 month after contract signing

PAYMENT: 20%

DELIVERABLES 2:

b. Reprogramming of GIS

- Ø Reprogramming of ArcGIS setup and internet dashboard as agreed and documented in Final Inception Report.

TIMELINE: 2 months after approval of Inception report

PAYMENT: 50%

DELIVERABLES 3

c. Testing and User Training

- Ø Assessment of functionality by users
- Ø Preparation and presentation of Guidelines and manuals
- Ø Testing and training of users
- Ø Final handing over of systems.

TIMELINE: 1 month after completion of system programming

PAYMENT: 10%

DELIVERABLES 4

d. Backstopping and trouble shooting

On demand backstopping and troubleshooting including training of users

TIMELINE: 12 months after handing over

PAYMENT: 20%

6. REPORTING REQUIREMENTS

The reporting requirements are:

- Ø Final Inception Report, 1 month after contract start
- Ø System specification (of implemented system), 2 months after approval of Inception report.

Ø Guidelines and manuals, 1 month after completion of system programming.

Ø Final report on backstopping and trouble-shooting services, 12 months after handing over.

All reports shall be in English language and submitted electronically as MS Word and Pdf files.

7. LOCATION AND DURATION

Ø Starting period: The indicative starting date for the assignment is January 2025 to April 2025.

Ø Foreseen finishing period or duration: the programming of the GIS and training of staff shall be completed by April 2025 and the troubleshooting and backstopping period shall last for 12 months from

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	handing over of the systems.			

∅ The assignment shall be implemented in accordance with the timelines and milestones as indicated in the deliverables table above # or as revised and agreed during the inception period.

∅ The assignment shall be undertaken in Maseru, Lesotho with limited visits to the 10 district offices as needed to ensure full functionality of the networked GIS.

#### 8. QUALIFICATION REQUIREMENTS

To ensure the successful development and implementation of Revive the existing ArcGIS networked GIS and DRWS Portal using open-source software, the consulting firm must demonstrate the following qualifications and experience:

##### 8.1 COMPANY EXPERTISE AND TRACK RECORD:

- The consulting firm must be a reputable IT/GIS Application, Web-development, or GIS Systems Configuration consulting company, preferably based in Maseru, Lesotho, with documented expertise in developing and configuring QGIS-based systems or similar open-source GIS tools.
- Minimum of 2 years of relevant experience in programming and implementing GIS solutions at the national or regional level, with demonstrated success in similar projects for public sector or international organizations.
- Evidence of previous experience in the development, integration, and maintenance of GIS dashboards for large-scale infrastructure or public service projects.

##### 8.2 TECHNICAL TEAM REQUIREMENTS

###### a) TEAM LEADER/PROJECT MANAGER:

- o Must possess an MSc or higher in GIS, Geomatics, Remote Sensing, or a related field.
  - o At least 5 years of experience in managing and implementing GIS programming projects, with proven leadership in overseeing project delivery and stakeholder engagement.
  - o Demonstrated experience in supervising multidisciplinary teams and liaising with high-level government and organizational stakeholders.
- ###### b) GIS PROGRAMMER/DEVELOPER:
- o Must hold an MSc or equivalent degree in GIS, Computer Science, or a related field.
  - o Minimum 5 years of proven experience in programming, developing, and configuring QGIS tools and related open-source platforms.
  - o Strong skills in integrating GIS tools with data collection technologies such as QField and similar platforms, ensuring compatibility with networked GIS systems.
  - o Proficiency in working with open-source server solutions, including their deployment and maintenance for GIS purposes.
  - o Demonstrated expertise in data migration from licensed to open-source GIS platforms.

###### c) TRAINING AND CAPACITY-BUILDING EXPERT:

- o At least 5 years of experience in developing and conducting training programs for government or public sector staff in GIS operations and maintenance.

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o Ability to create comprehensive user manuals and training materials tailored to diverse user groups with varying levels of GIS proficiency.

#### 8.3 TECHNICAL SKILLS AND COMPETENCIES:

- Proficiency in open-source GIS platforms, particularly QGIS and related applications (QField or alternatives), with proven ability to customize and extend functionalities.
- Familiarity with networked server environments and integration of GIS systems with national and regional data frameworks.
- Capability in developing user-friendly interfaces for data visualization and stakeholder reporting.
- Knowledge of data security best practices and the ability to implement secure data management protocols.
- Excellent communication and report-writing skills in English to provide clear documentation and reports.

#### 8.4 ADDITIONAL DESIRABLE QUALIFICATIONS:

- Prior experience working with water and sanitation projects or in similar public infrastructure sectors.
- Experience in collaborating with government ministries and understanding national development frameworks.
- Certifications in project management (e.g., PMP, PRINCE2) or relevant technical certifications in GIS development and integration.

The consulting company should also provide evidence of having successfully completed projects of a similar scope and complexity, supported by references or project completion reports.

The consulting company shall name a Team Leader/Project Manager that shall be responsible for the delivery of all outputs and all communications with the Client.

#### 9. CVS OF KEY PERSONNEL

Provide comprehensive CVs for all key personnel involved in the project, ensuring that the proposed team has the necessary skills and experience to carry out the assignment. Each CV should highlight:

Ø Relevant qualifications and expertise in GIS, Remote Sensing, Geomatics, Computer Science, or related fields.

Ø Experience in developing GIS solutions, particularly in QGIS, open-source GIS platforms, and related software, with a focus on similar assignments in developing countries or contexts with similar challenges to Lesotho.

Ø Specific examples of successful projects in which the individual has played a key role, particularly projects that involved stakeholder engagement, capacity-building, and implementation in public sector or rural WASH settings.

Ø Any previous work in Lesotho or Southern Africa that demonstrates the team's understanding of the local context, challenges, and opportunities.

#### 9.1 PAST PERFORMANCE

The proposal should include examples of past performance on similar assignments. This section should:

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	<p>Ø Provide a summary of similar projects the firm has completed, including the project#s scope, objectives, and outcomes.</p> <p>Ø Include references from previous clients or partners who can attest to the firm#s ability to deliver high-quality work, meet deadlines, and collaborate effectively with stakeholders.</p> <p>9.2 ADDITIONAL SUPPORTING DOCUMENTS The firm may also include any additional documentation that supports its ability to successfully complete the assignment.</p> <p>10. SUBMISSION OF PROPOSALS</p> <p>10.1 TECHNICAL PROPOSAL The technical proposal should provide a clear and detailed outline of the approach and methodology that the consulting firm intends to use to achieve the project#s objectives. This should include:</p> <p>Ø A comprehensive explanation of the proposed methodology for Revive the existing ArcGIS networked GIS and DRWS Portal using open-source software, detailing each phase of the project from inception to completion.</p> <p>Ø A clear work plan and timeline that outlines the key activities, milestones, and deliverables, with specific reference to stakeholder engagement, analysis, and the development of draft and final reports.</p> <p>Ø A description of how the firm will incorporate international best practices and align them with Lesotho#s national WASH sector.</p> <p>Ø An explanation of how potential risks will be identified and mitigated, ensuring the timely delivery of all outputs.</p> <p>Ø A discussion of the firm#s approach to stakeholder engagement and collaboration, including how the firm will ensure the participation of diverse stakeholders.</p> <p>Ø The bidder must submit a detailed approach to the assignment with timelines.</p> <p>Ø The bidder must submit CVs of personnel that shall be involved in the project.</p> <p>Ø The bidder must submit company profile.</p> <p>10.2 FINANCIAL PROPOSAL The financial proposal should provide a detailed breakdown of the costs associated with delivering the project. This should include:</p> <p>Ø A clear budget outlining all relevant costs, including personnel, logistics, stakeholder consultations, workshops, report preparation, and any additional costs related to the successful completion of the project.</p> <p>Ø Justification for the proposed costs, ensuring that they align with industry standards and the scope of the project.</p> <p>Ø A payment schedule linked to the deliverables outlined in the terms of reference, specifying the percentage of payment associated with the approval of each milestone.</p> <p>Ø The bidder must submit cost by deliverable in Local currency.</p>			

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Ø Rates/Prices offered shall be all inclusive and shall remain fixed for the entire period from the commencement of the contract.

Ø No Letter of Credit or Advance Payment will be given.

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.

### 10.3 COSTING

Ø The consulting company shall include all costs associated with implementing the assignment including office, out of station allowances for own staff and transportation costs.

### 11. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria, ensuring a balanced assessment of technical expertise, financial viability, and relevant experience:

Ø The Firm shall submit technical and financial proposals in separate sealed envelopes.

Ø First, the Technical Proposals will be evaluated. Technical Proposals receiving 70% of obtainable points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered not technically compliant and non-responsive, will not be given further consideration.

Ø The weight allocated between technical and price proposal shall be 70/30 (technical/commercial).

Ø Technical evaluation criteria are described below:

#### 11.1 TECHNICAL EVALUATION CRITERIA

a) Overall Response: (Max Points: 20)

The understanding of the assignment by the proposer and the alignment of the proposal submitted with the ToR.

b) Company and Key Personnel (Max Points: 30)

# Range and depth of organizational experience with similar projects and samples of previous work (Max Points: 10)

# Key personnel: relevant experience and qualifications of the proposed team for the assignment (Max Points: 20)

c) Company policy on Child labor, Safeguarding and Prevention of Sexual Exploitation and Abuse (articulate policies for the protection & safeguarding of children and prevention of PSEA) # mandatory.

d) Proposed Methodology and Approach: Work plan showing detail sampling methods, project implementation plan in line with the project (Max Points: 20)

- Minimum technical score: 70% of 70 points = 49 points

TOTAL TECHNICAL PROPOSAL SCORE (70)

TOTAL FINANCIAL PROPOSAL SCORE (30)

#### 11.2 FINANCIAL EVALUATION (30 points)

Only those financial proposals for bidders which have been technically accepted according to the above

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criteria will be opened. The financial proposal will be evaluated for cost-effectiveness, ensuring that the proposed budget is realistic and provides value for money.

### 11.3 COMBINED EVALUATION STRUCTURE / WEIGHTING

Price will be converted to points, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their price relationship to the lowest price proposal. This is determined by applying the following formula: For each of the three groups separately, each of the proposals will be given a score following the formula below:

Score of price proposal X = (Max score for price proposal (eg. 30 points) \* Price of lowest price proposal

Price of proposal X

The Contract shall be awarded to a bidder obtaining the highest combined technical and financial scores. Proposals not complying with the terms and conditions contained in this ToR, including the provision of all required information, may result in the Proposal being deemed non-responsive and therefore not considered further.

### 12. RISK AND MITIGATION

12.1 RISK: Non-compliance with international and national standards.

MITIGATION: - The consultancy firm to ensure comprehensive review and alignment with international standards and national regulations at the initial phase. Engage with experts early in the process to integrate these requirements into the plan.

12.2 RISK: Insufficient stakeholder engagement

MITIGATION: - Identify, map, and develop a stakeholder engagement strategy to involve all key parties at the onset. Conduct regular consultations and workshops to ensure their input is captured and integrated into the strategic plan.

12.3 RISK: Financial sustainability challenges

MITIGATION: - Outline cost recovery strategies and explore potential funding mechanisms in the strategic plan. Engage donors and development partners early in the process to secure financial commitments.

12.4 RISK: Delays in implementation

MITIGATION: - Develop a detailed implementation roadmap with short, medium, and long-term actions, and assign clear responsibilities to stakeholders. Regularly review progress to ensure timelines are met and make necessary adjustments.

### 13. ADMINISTRATIVE MATTERS

a. The Institution / company will be governed by and subject to UNICEF's General Terms and Conditions

b. The Institution / company will use their own office resources and materials in the execution of the assignment.

c. The Contract shall be #all inclusive# of all administrative costs (accommodation, travel, allowances, insurance, fieldwork, etc.).

d. As per UNICEF Division of Finance and Administration Management (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 are required.

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e. The Institution's / company's Team Leader is expected to be available and in charge of all the activities / operations during the assignment.

f. Provide necessary documentation for approval by UNICEF before engaging subcontracts. Under ordinary circumstances, UNICEF shall not accept subcontracting of any part of the assignment. Where subcontracting is necessary, the institution / company must submit the Subcontract #intent and authorization#, including relevant documentation to UNICEF for approval. Similarly, Joint-Venture (JVA) Agreements must be declared at the bidding stage, must be accompanied by agreement, and relevant #intent# documents duly signed by the JVA parties.

**14. SUBMISSION OF PROPOSALS**

Submissions shall be by email only to the email addresses below and all documents shall be in PDF format. DO NOT use UNICEF logo on your tender document.

Bidders are advised to follow strictly, the method of submission indicated below. Proposals addressed in any other manner shall be discarded. UNICEF does not take responsibility for Proposals/ tenders addressed incorrectly.

14.1 TECHNICAL PROPOSALS, in PDF format must be submitted to les-Techproposal@unicef.org with subject heading: TECHNICAL PROPOSAL- RFP 9194374.

14.2 FINANCIAL PROPOSAL, in PDF format must be submitted to les-Finproposal@unicef.org with subject heading: FINANCIAL PROPOSAL RFP 9194374.

**15. QUERIES / ERASURES / CHANGES IN THE PROPOSAL / CONFIDENTIAL INFORMATION:**

Only written queries shall be readdressed and must be sent to must be send to les-tender-queries@unicef.org

When a query is of common interest, the response shall be shared with all potential bidders. Queries shall be addressed for 5 days from the date of the RFP advert posting.

Erasures or other corrections in the Proposal must be explained and the signature of proposal shown alongside. All changes to a proposal must be received within two (2) days prior to closing date and time. Proposers must clearly indicate that the change/ correction is a modification to the earlier version or state the changes from the original proposal. Request to withdraw Proposals must be received before closing date and time indicated.

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

16. CLOSING DATE: End of day 13 December 2021

**Incoterms & Delivery Requested  
Packing**

**Lead Time & Related Charges**

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 the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

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

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

#### Inspection

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

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

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

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

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

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

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

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

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

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

#### Risk of Loss; Title to Goods

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

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

UNICEF staff and other personnel).

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

##### Representations and Warranties

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

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

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

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

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

##### Indemnification

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

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

## ANNEX A GENERAL TERMS AND CONDITIONS

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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### GENERAL TERMS AND CONDITIONS

(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.

## ANNEX A GENERAL TERMS AND CONDITIONS

### 8. Full Cooperation with Audits And Investigations

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

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

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

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

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

### 10. Notices

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

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

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

### 11. Other Provisions

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

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

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

or joint venturers.

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

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

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

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

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

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

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

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

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

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

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

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



United Nations Children's Fund  
UNICEF  
Private Bag A171  
MASERU  
Lesotho

Telephone  
Facsimile  
Email amagan@unicef.org

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**REQUEST FOR PROPOSAL**

**LRFP-2024-9194374**

**14 November 2024**

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

Wishes to purchase

**REVIVE THE EXISTING ARCGIS NETWORKED GIS AND DRWS PORTAL  
USING OPEN-SOURCE SOFTWARE**

**CLOSING DATE: END OF DAY 13 DECEMBER 2024**

**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:**

---

Makatleho Rantso

**BID FORM**

This 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-2024- 9194374** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Early Payment Discount Terms are offered by you:  
 10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_  
 Other \_\_\_\_\_

**Declaration**

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

1.	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse:	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> #Management# means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.



2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>



**The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.**

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

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

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

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

Name and Title: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

UNGM #: \_\_\_\_\_

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

Email: \_\_\_\_\_

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 1 SC240383

00010	U458010	1 each		
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#### 1. BACKGROUND

The Metsi a Lesotho project, funded by the European Union (EU), is dedicated to enhancing access to safe and sustainable water supply and sanitation services in rural areas of Lesotho. This project is designed to address critical challenges within the water and sanitation sector, such as inadequate infrastructure, limited access to clean water, and poor sanitation practices. To tackle these issues, the project will deliver inclusive WASH facilities in rural schools, healthcare facilities, and communities, while simultaneously establishing and implementing a decentralized framework conducive to effective rural WASH management.

Central to this project is the capacity-building of local, district, and national departments responsible for water supply, WASH in schools, WASH in healthcare facilities, and the promotion of sanitation and hygiene education. A particular focus will be on empowering women and persons with disabilities. The project also seeks to support and equip key stakeholders including the Department of Rural Water Supply (DRWS), Ministry of Education and Training (MoET), Environmental Health Division (EHD) in the Ministry of Health (MoH), District Council WASH teams, and Water Service Authorities (WSAs) and Water Service Providers (WSPs) to effectively utilize monitoring and evaluation frameworks, GIS data, and planning tools to ensure accountability, transparency, and timely reporting of both physical and financial progress in WASH initiatives across communities and institutions. Ultimately, the project aims to improve health outcomes, reduce poverty, and contribute to the overall socio-economic development of rural communities in Lesotho.

One of the specific outputs of the project is to ensure that DRWS, District Council WASH, and WSAs are supported, capacitated, and equipped to effectively use the M&E framework, GIS data, and planning tools, enabling accurate and timely reporting of physical and financial progress. A recent assessment of options for the Water Sector GIS and for the DRWS Survey and Design tools has identified the use of open-source QGIS software as an alternative to the existing licensed ArcGIS set-up, with Qfield or alternatives as a replacement for the Trimble PenMap survey software that will no longer be supported. The existing set-up with a server placed at the Ministry of Communication and networked to the DRWS Head office and 10 district offices is no longer fully functional. One of the key challenges has been for Government to allocate adequate budget for annual renewal of the maintenance licenses for the GIS server software. Given this background, DRWS with support from UNICEF Lesotho is planning to revitalize the existing ArcGIS-based server set-up for the WASH sector to be based on open-source software.

#### 2. OBJECTIVE

The objective of this assignment will therefore be to revive the existing ArcGIS networked GIS and DRWS Portal using open-source software to provide a similar or better and more user-friendly functionality and to train DRWS and water sector GIS personnel in operating and maintaining the GIS platforms.

Information on the existing ArcGIS set-up is available on the DRWS GIS Portal:

<https://drws.gov.ls/portal/apps/sites/?fromEdit=true#/lesothowater>

#### SPECIFIC OBJECTIVE INCLUDE:

# To revive the existing ArcGIS networked GIS and DRWS Portal using open-source software to provide a similar or better and more user-friendly functionality.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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# To train DRWS and water sector GIS personnel in operating and maintaining the GIS platforms.

### 3. SCOPE OF WORK

Under the overall guidance and supervision of the WASH Specialist, the consulting firm will assess the existing GIS dashboard and server setup and re-programme the GIS server set-up and develop user manuals and guidelines and capacitate water sector GIS personnel in the operation and maintenance of the GIS.

#### 3.1 THE DETAILED SCOPE OF WORK INCLUDES THE FOLLOWING ACTIVITIES

a) Assessment of the GIS Server set-up and internet dashboard:

The consulting firm will prepare an inception report detailing the actions needed to reprogram the GIS server set-up and internet dashboard with a detailed work plan for implementing the revival of the set-up, preparing manuals and guidelines, and capacitating the water sector GIS personnel. The consulting firm's responsibilities under this activity will include:

b) Assessment of the functionality of the existing ArcGIS based server set-up and dashboard: The Firm will assess all the functions of the existing GIS including the storage and back-up of DRWS district level generated data from surveys and designs and other community, institutional, including schools and health care facilities, and household data collection. This will also include the functionality of the planning functions with export and import of data to excel for preparation of Community Council and District Level work plans.

c) Suggestions for improvements: the Firm will i) assess and clarify the actions needed to reestablish the existing functionality of the GIS server set-up; and ii) suggest possible improvements to the functionality such as, and not limited to, the possibility of integrating the planning functions in the GIS, improving the presentation and access to collected community and institutional level detailed data, improving the envisaged assets management register for rural water systems, reporting and printing formats for presentation of results to stakeholders etc.

d) Integration with QGIS: The assessment shall clearly identify any changes and programming that will allow for full integration with the envisaged use of QGIS for the DRWS survey and design tools and the Qfield or alternatives as a data collection tool for the detailed surveys using the R2 GNSS receivers for accurate survey of piped networks as well as using Qfield or alternatives for general data collection at community, institutional and household level. The Firm shall integrate the work for piloting the use of QGIS and Qfield for survey and design and implement any updates to the field tools needed for easy integration in the networked GIS.

e) Integration with National Spatial Development Framework: The assessment shall map out how the DRWS GIS will integrate with and link to: i) other water sector GIS set-ups such as the WASCo data on networks in urban areas, the data on bulk water infrastructure, and water resources data; and ii) other sectors' data such as the GIS systems being established for preparation of Integrated Catchment Management and Development planning processes and general infrastructure data in Lesotho. This may also potentially include data on WASH in Schools and WASH in Health Care Facilities.

f) Inception Report: The findings shall be presented in a draft inception report and PowerPoint presentation. Following submission of the report, the Firm shall facilitate a meeting of the Water Sector M&E Task Force to discuss and agree on the way forward on the reprogramming of the GIS. The firm should also propose the required equipment necessary to complete the assignment.

These activities will ensure a clear plan for reestablishing the GIS set-up that is designed according to the needs and requirements of the water sector.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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### 3.2. REPROGRAMMING OF THE GIS:

a) Implementation of the GIS Server Set-Up: The Firm will carry out the reprogramming of the GIS server set-up and updating of the internet dashboard as agreed with the M&E Task Force. The work will be carried out in full collaboration and openness with the personnel and management in the water sector to facilitate the sector's capacity to maintain the GIS.

b) District Office Integration: If needed the Firm will update the GIS installations in the 10 district offices and DRWS Head Office to link effectively to the server in the Ministry of Communication server room. The Firm will report at two weeks interval on the progress of the reprogramming and at key stages in the process and where needed to take decisions on the way forward participate in progress meetings with the M&E Task Force.

These activities will result in a functioning GIS server setup and a user-friendly internet platform.

### 3.3 TESTING AND USER TRAINING IN THE NEW OPEN-SOURCE SOFTWARE SERVER SET-UP:

After establishing a functioning server set-up, the Firm will capacitate water sector users in the new GIS and platform.

Specific tasks under this activity include:

a) Assessment of functionality: The Firm will present the functionality of the user interface to water sector management, key sector personnel and other stakeholders and in a participatory manner determine any possible improvements in terms of functionality and user friendliness of the overall GIS data base set-up and the internet dashboard for general access to the data.

b) Guidelines and Manuals: The Firm will document the set-up and functionality of the new open-source GIS set-up in user guidelines and manuals. The content and level of detail in the manuals shall be at least similar to the manuals available on the existing ArcGIS platforms.

c) Testing by key stakeholders: The Firm will allow for at least one month testing by key stakeholders in the functionality of the new set-up and the adequacy of the manuals and guidelines and arrange any training of users as needed and be available for any follow-up meetings to discuss possible future development of the systems. The system will be handed over to the DRWS for operation and maintenance.

This activity is intended to ensure that the new systems is functioning and is tailored to the needs of the water sector.

### 3.4. BACKSTOPPING AND TROUBLESHOOTING SERVICE:

a) After-Sales Support: The Firm shall be available for after sales services in the form of call out for any faults or problems that might occur during the first year's use of the new GIS set-up. The focus shall be on solving the problems while at the same time capacitate the GIS personnel in the sector to carry out future troubleshooting and corrections.

This is intended to ensure that the GIS systems will continue to function and be an effective tool for data management and planning in the water sector.

## 4. WORK RELATIONSHIPS

The consulting firm will report to the Water Sector M&E Task Force established, providing regular updates on the progress of the work. The firm will collaborate closely with UNICEF WASH Specialist, Director of Department of Rural Water Supply, and the National WASH Advisor to ensure the project aligns with national WASH priorities. Meetings will be held with key stakeholders at critical stages of the project to gather input and ensure alignment with national priorities.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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5. DELIVERABLES, TIMELINES, AND PAYMENT SCHEDULE

The consulting firm is expected to provide the following key deliverables throughout the course of the project:

DELIVERABLES 1:

a. Final Inception Report

- Ø Final Inception Report presenting the result of assessment of existing systems, proposed improvements, and comprehensive work plan that outlines the key phases, activities and milestones.
  - Ø Specify stakeholder engagement strategies, outlining how consultations with government bodies and other key actors will be carried out to gather input on existing challenges and opportunities
  - Ø Presentation of assessment and agreement on the way forward. Submission of final Inception Report
- TIMELINE: 1 month after contract signing  
 PAYMENT: 20%

DELIVERABLES 2:

b. Reprogramming of GIS

- Ø Reprogramming of ArcGIS setup and internet dashboard as agreed and documented in Final Inception Report.
- TIMELINE: 2 months after approval of Inception report  
 PAYMENT: 50%

DELIVERABLES 3

c. Testing and User Training

- Ø Assessment of functionality by users
  - Ø Preparation and presentation of Guidelines and manuals
  - Ø Testing and training of users
  - Ø Final handing over of systems.
- TIMELINE: 1 month after completion of system programming  
 PAYMENT: 10%

DELIVERABLES 4

d. Backstopping and trouble shooting

- On demand backstopping and troubleshooting including training of users
- TIMELINE: 12 months after handing over  
 PAYMENT: 20%

6. REPORTING REQUIREMENTS

The reporting requirements are:

- Ø Final Inception Report, 1 month after contract start
- Ø System specification (of implemented system), 2 months after approval of Inception report.
- Ø Guidelines and manuals, 1 month after completion of system programming.
- Ø Final report on backstopping and trouble-shooting services, 12 months after handing over.

All reports shall be in English language and submitted electronically as MS Word and Pdf files.

7. LOCATION AND DURATION

- Ø Starting period: The indicative starting date for the assignment is January 2025 to April 2025.

- Ø Foreseen finishing period or duration: the programming of the GIS and training of staff shall be completed by April 2025 and the troubleshooting and backstopping period shall last for 12 months from

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	handing over of the systems.			

∅ The assignment shall be implemented in accordance with the timelines and milestones as indicated in the deliverables table above # or as revised and agreed during the inception period.

∅ The assignment shall be undertaken in Maseru, Lesotho with limited visits to the 10 district offices as needed to ensure full functionality of the networked GIS.

#### 8. QUALIFICATION REQUIREMENTS

To ensure the successful development and implementation of Revive the existing ArcGIS networked GIS and DRWS Portal using open-source software, the consulting firm must demonstrate the following qualifications and experience:

##### 8.1 COMPANY EXPERTISE AND TRACK RECORD:

- The consulting firm must be a reputable IT/GIS Application, Web-development, or GIS Systems Configuration consulting company, preferably based in Maseru, Lesotho, with documented expertise in developing and configuring QGIS-based systems or similar open-source GIS tools.
- Minimum of 2 years of relevant experience in programming and implementing GIS solutions at the national or regional level, with demonstrated success in similar projects for public sector or international organizations.
- Evidence of previous experience in the development, integration, and maintenance of GIS dashboards for large-scale infrastructure or public service projects.

##### 8.2 TECHNICAL TEAM REQUIREMENTS

###### a) TEAM LEADER/PROJECT MANAGER:

- o Must possess an MSc or higher in GIS, Geomatics, Remote Sensing, or a related field.
- o At least 5 years of experience in managing and implementing GIS programming projects, with proven leadership in overseeing project delivery and stakeholder engagement.
- o Demonstrated experience in supervising multidisciplinary teams and liaising with high-level government and organizational stakeholders.

###### b) GIS PROGRAMMER/DEVELOPER:

- o Must hold an MSc or equivalent degree in GIS, Computer Science, or a related field.
- o Minimum 5 years of proven experience in programming, developing, and configuring QGIS tools and related open-source platforms.
- o Strong skills in integrating GIS tools with data collection technologies such as QField and similar platforms, ensuring compatibility with networked GIS systems.
- o Proficiency in working with open-source server solutions, including their deployment and maintenance for GIS purposes.
- o Demonstrated expertise in data migration from licensed to open-source GIS platforms.

###### c) TRAINING AND CAPACITY-BUILDING EXPERT:

- o At least 5 years of experience in developing and conducting training programs for government or public sector staff in GIS operations and maintenance.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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o Ability to create comprehensive user manuals and training materials tailored to diverse user groups with varying levels of GIS proficiency.

#### 8.3 TECHNICAL SKILLS AND COMPETENCIES:

- Proficiency in open-source GIS platforms, particularly QGIS and related applications (QField or alternatives), with proven ability to customize and extend functionalities.
- Familiarity with networked server environments and integration of GIS systems with national and regional data frameworks.
- Capability in developing user-friendly interfaces for data visualization and stakeholder reporting.
- Knowledge of data security best practices and the ability to implement secure data management protocols.
- Excellent communication and report-writing skills in English to provide clear documentation and reports.

#### 8.4 ADDITIONAL DESIRABLE QUALIFICATIONS:

- Prior experience working with water and sanitation projects or in similar public infrastructure sectors.
- Experience in collaborating with government ministries and understanding national development frameworks.
- Certifications in project management (e.g., PMP, PRINCE2) or relevant technical certifications in GIS development and integration.

The consulting company should also provide evidence of having successfully completed projects of a similar scope and complexity, supported by references or project completion reports.

The consulting company shall name a Team Leader/Project Manager that shall be responsible for the delivery of all outputs and all communications with the Client.

#### 9. CVS OF KEY PERSONNEL

Provide comprehensive CVs for all key personnel involved in the project, ensuring that the proposed team has the necessary skills and experience to carry out the assignment. Each CV should highlight:

Ø Relevant qualifications and expertise in GIS, Remote Sensing, Geomatics, Computer Science, or related fields.

Ø Experience in developing GIS solutions, particularly in QGIS, open-source GIS platforms, and related software, with a focus on similar assignments in developing countries or contexts with similar challenges to Lesotho.

Ø Specific examples of successful projects in which the individual has played a key role, particularly projects that involved stakeholder engagement, capacity-building, and implementation in public sector or rural WASH settings.

Ø Any previous work in Lesotho or Southern Africa that demonstrates the team's understanding of the local context, challenges, and opportunities.

#### 9.1 PAST PERFORMANCE

The proposal should include examples of past performance on similar assignments. This section should:



Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>Ø Provide a summary of similar projects the firm has completed, including the project#s scope, objectives, and outcomes.</p> <p>Ø Include references from previous clients or partners who can attest to the firm#s ability to deliver high-quality work, meet deadlines, and collaborate effectively with stakeholders.</p> <p>9.2 ADDITIONAL SUPPORTING DOCUMENTS The firm may also include any additional documentation that supports its ability to successfully complete the assignment.</p> <p>10. SUBMISSION OF PROPOSALS</p> <p>10.1 TECHNICAL PROPOSAL The technical proposal should provide a clear and detailed outline of the approach and methodology that the consulting firm intends to use to achieve the project#s objectives. This should include:</p> <p>Ø A comprehensive explanation of the proposed methodology for Revive the existing ArcGIS networked GIS and DRWS Portal using open-source software, detailing each phase of the project from inception to completion.</p> <p>Ø A clear work plan and timeline that outlines the key activities, milestones, and deliverables, with specific reference to stakeholder engagement, analysis, and the development of draft and final reports.</p> <p>Ø A description of how the firm will incorporate international best practices and align them with Lesotho#s national WASH sector.</p> <p>Ø An explanation of how potential risks will be identified and mitigated, ensuring the timely delivery of all outputs.</p> <p>Ø A discussion of the firm#s approach to stakeholder engagement and collaboration, including how the firm will ensure the participation of diverse stakeholders.</p> <p>Ø The bidder must submit a detailed approach to the assignment with timelines.</p> <p>Ø The bidder must submit CVs of personnel that shall be involved in the project.</p> <p>Ø The bidder must submit company profile.</p> <p>10.2 FINANCIAL PROPOSAL The financial proposal should provide a detailed breakdown of the costs associated with delivering the project. This should include:</p> <p>Ø A clear budget outlining all relevant costs, including personnel, logistics, stakeholder consultations, workshops, report preparation, and any additional costs related to the successful completion of the project.</p> <p>Ø Justification for the proposed costs, ensuring that they align with industry standards and the scope of the project.</p> <p>Ø A payment schedule linked to the deliverables outlined in the terms of reference, specifying the percentage of payment associated with the approval of each milestone.</p> <p>Ø The bidder must submit cost by deliverable in Local currency.</p>			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Ø Rates/Prices offered shall be all inclusive and shall remain fixed for the entire period from the commencement of the contract.

Ø No Letter of Credit or Advance Payment will be given.

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.

### 10.3 COSTING

Ø The consulting company shall include all costs associated with implementing the assignment including office, out of station allowances for own staff and transportation costs.

### 11. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria, ensuring a balanced assessment of technical expertise, financial viability, and relevant experience:

Ø The Firm shall submit technical and financial proposals in separate sealed envelopes.

Ø First, the Technical Proposals will be evaluated. Technical Proposals receiving 70% of obtainable points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered not technically compliant and non-responsive, will not be given further consideration.

Ø The weight allocated between technical and price proposal shall be 70/30 (technical/commercial).

Ø Technical evaluation criteria are described below:

#### 11.1 TECHNICAL EVALUATION CRITERIA

a) Overall Response: (Max Points: 20)

The understanding of the assignment by the proposer and the alignment of the proposal submitted with the ToR.

b) Company and Key Personnel (Max Points: 30)

# Range and depth of organizational experience with similar projects and samples of previous work (Max Points: 10)

# Key personnel: relevant experience and qualifications of the proposed team for the assignment (Max Points: 20)

c) Company policy on Child labor, Safeguarding and Prevention of Sexual Exploitation and Abuse (articulate policies for the protection & safeguarding of children and prevention of PSEA) # mandatory.

d) Proposed Methodology and Approach: Work plan showing detail sampling methods, project implementation plan in line with the project (Max Points: 20)

- Minimum technical score: 70% of 70 points = 49 points

TOTAL TECHNICAL PROPOSAL SCORE (70)

TOTAL FINANCIAL PROPOSAL SCORE (30)

#### 11.2 FINANCIAL EVALUATION (30 points)

Only those financial proposals for bidders which have been technically accepted according to the above

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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criteria will be opened. The financial proposal will be evaluated for cost-effectiveness, ensuring that the proposed budget is realistic and provides value for money.

### 11.3 COMBINED EVALUATION STRUCTURE / WEIGHTING

Price will be converted to points, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their price relationship to the lowest price proposal. This is determined by applying the following formula: For each of the three groups separately, each of the proposals will be given a score following the formula below:

Score of price proposal X = (Max score for price proposal (eg. 30 points) \* Price of lowest price proposal

Price of proposal X

The Contract shall be awarded to a bidder obtaining the highest combined technical and financial scores. Proposals not complying with the terms and conditions contained in this ToR, including the provision of all required information, may result in the Proposal being deemed non-responsive and therefore not considered further.

### 12. RISK AND MITIGATION

12.1 RISK: Non-compliance with international and national standards.

MITIGATION: - The consultancy firm to ensure comprehensive review and alignment with international standards and national regulations at the initial phase. Engage with experts early in the process to integrate these requirements into the plan.

12.2 RISK: Insufficient stakeholder engagement

MITIGATION: - Identify, map, and develop a stakeholder engagement strategy to involve all key parties at the onset. Conduct regular consultations and workshops to ensure their input is captured and integrated into the strategic plan.

12.3 RISK: Financial sustainability challenges

MITIGATION: - Outline cost recovery strategies and explore potential funding mechanisms in the strategic plan. Engage donors and development partners early in the process to secure financial commitments.

12.4 RISK: Delays in implementation

MITIGATION: - Develop a detailed implementation roadmap with short, medium, and long-term actions, and assign clear responsibilities to stakeholders. Regularly review progress to ensure timelines are met and make necessary adjustments.

### 13. ADMINISTRATIVE MATTERS

a. The Institution / company will be governed by and subject to UNICEF's General Terms and Conditions

b. The Institution / company will use their own office resources and materials in the execution of the assignment.

c. The Contract shall be #all inclusive# of all administrative costs (accommodation, travel, allowances, insurance, fieldwork, etc.).

d. As per UNICEF Division of Finance and Administration Management (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 are required.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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e. The Institution's / company's Team Leader is expected to be available and in charge of all the activities / operations during the assignment.

f. Provide necessary documentation for approval by UNICEF before engaging subcontracts. Under ordinary circumstances, UNICEF shall not accept subcontracting of any part of the assignment. Where subcontracting is necessary, the institution / company must submit the Subcontract #intent and authorization#, including relevant documentation to UNICEF for approval. Similarly, Joint-Venture (JVA) Agreements must be declared at the bidding stage, must be accompanied by agreement, and relevant #intent# documents duly signed by the JVA parties.

#### 14. SUBMISSION OF PROPOSALS

Submissions shall be by email only to the email addresses below and all documents shall be in PDF format. DO NOT use UNICEF logo on your tender document.

Bidders are advised to follow strictly, the method of submission indicated below. Proposals addressed in any other manner shall be discarded. UNICEF does not take responsibility for Proposals/ tenders addressed incorrectly.

14.1 TECHNICAL PROPOSALS, in PDF format must be submitted to [les-Techproposal@unicef.org](mailto:les-Techproposal@unicef.org) with subject heading: TECHNICAL PROPOSAL- RFP 9194374.

14.2 FINANCIAL PROPOSAL, in PDF format must be submitted to [les-Finproposal@unicef.org](mailto:les-Finproposal@unicef.org) with subject heading: FINANCIAL PROPOSAL RFP 9194374.

#### 15. QUERIES / ERASURES / CHANGES IN THE PROPOSAL / CONFIDENTIAL INFORMATION:

Only written queries shall be readdressed and must be sent to [les-tender-queries@unicef.org](mailto:les-tender-queries@unicef.org)

When a query is of common interest, the response shall be shared with all potential bidders. Queries shall be addressed for 5 days from the date of the RFP advert posting.

Erasures or other corrections in the Proposal must be explained and the signature of proposal shown alongside. All changes to a proposal must be received within two (2) days prior to closing date and time. Proposers must clearly indicate that the change/ correction is a modification to the earlier version or state the changes from the original proposal. Request to withdraw Proposals must be received before closing date and time indicated.

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

#### 16. USE OF UNITED NATIONS AND UNICEF EMBLEM / LOGO

Bidders are PROHIBITED TO USE NAME, EMBLEM / LOGO or OFFICIAL SEAL of the United Nations or UNICEF or any abbreviation of these names when preparing and submitting proposals or for any purpose.

17. CLOSING DATE: End of day 13 December 2021

**Incoterms & Delivery Requested**

**Lead Time & Related Charges**

<b>Item No</b>	<b>Item Description</b>	<b>Quantity/Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<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 the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

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

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

#### Inspection

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

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

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

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

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

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

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

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

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

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

#### Risk of Loss; Title to Goods

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

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

UNICEF staff and other personnel).

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

##### Representations and Warranties

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

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

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

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

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

##### Indemnification

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

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



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

### Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

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

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

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

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

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

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

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

### Liability

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

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

### Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

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

### Confidentiality

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

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

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

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

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

### End of Contract

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

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

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

## 6. Termination; Force Majeure

### Termination by Either Party for Material Breach

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

### Additional Termination Rights of UNICEF

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

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

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

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

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

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

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

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

### Force Majeure

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

### 7. Ethical Standards

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

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

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

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

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

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

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

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

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

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