REQUEST FOR PROPOSAL FOR SERVICES

RFPS-9145108 30 November 2018

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite eligible firm to submit a proposal for:

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

______________________________  Date: 30 November 2018
Sok Keang, Supply Officer
(to be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: ksok@unicef.org

Approved by:

______________________________  Date: 30 November 2018
Natascha Paddison, OIC Representative
REQUEST FOR PROPOSAL FOR SERVICES

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

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

INFORMATION
Any request for information regarding this RFPS must be forwarded in writing to the attention of the persons who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS-9145108 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: ____________________________
Date: _______________________________
Name & Title: _________________________
Company: ____________________________
Postal Address: _______________________
Tel/Cell Nos: _________________________
Fax No: ______________________________
E-mail address: _______________________
Currency of Proposal: __________________
Validity of Offer: _______________________
(must be min. 120 days)

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

10 Days 3.0%______ 15 Days 2.5%_______ 20 Days 2.0%______ 30 Days Net______ Other_______
PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. BACKGROUND

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

2. SOLICITATION

2.1 The purpose of this Request for Proposals for Services (“RFPS”) is to invite proposals for Evaluation of the Integrated Early Childhood Development (IECD) Approach in Cambodia (2016–2018) as fully detailed in the Terms of Reference attached at Annex B.

2.2 This RFPS document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- The full Terms of Reference attached at Annex B
- Instruction to bidder at annex C

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

PART II – PROPOSAL SUBMISSION PROCESS

1. PROPOSAL SUBMISSION SCHEDULE

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by EMAIL to Keang Sok at ksok@unicef.org that they have received this RFPS.

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

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by EMAIL to Keang SOK at ksok@unicef.org. The deadline for receipt of any questions is COB 5 December 2018.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.
Proposers are required to keep all questions as clear and concise as possible.

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

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

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

1.4 Bid conference. N/A

[1.4/1.5] Submission Deadline. The deadline for submission of proposals is as follows: 14 December 2018 by 2:00PM Cambodia local time.

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

[1.5/1.6] Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals.

2. LANGUAGE

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

3. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

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

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

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

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

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

4. **Eligibility; Proposer Information**

4.1 **Proposer.** The term “Proposer” refers to those companies that submit a proposal pursuant to this RFPS and “Proposal” refers to all the documents provided by the Proposer in its response to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.

4.2 **Joint Venture, Consortium or Association.**

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

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

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

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

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

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

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

5. Preparation of Offer

5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:

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

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

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

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

5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.
5.5 The completed and signed Request for Proposal for Services Form must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Proposals must be clearly marked with the RFPS number.

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

5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

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

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

6. **PROPOSAL DOCUMENTS; CONFIDENTIALITY**

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

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

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

7. **MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS**

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

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

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

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

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

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

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

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

PART III – AWARD/ADJUDICATION OF PROPOSALS

1. AWARD

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

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

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

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

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

1.2 Proposal Evaluation Approach.

Weighted scoring evaluation approach

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a 70/30 split).
Proposals submitted in response to this RFP shall include and will be evaluated against the following:

a) Technical Evaluation

**Company Experience- Max 20 points:**

- Seven Years of experience in carrying out evaluation activities and a proven record in delivering professional results
- Work experience in the developing countries and preferably in the East Asia region. Coverage in 5 or more countries
- Experience in conducting evaluations using UNEG Norms and Standards for evaluation
- Experience on implementing evaluations of IECD, 4 or more examples provided
- Experience in conducting summative and formative evaluation

**Proposed Team Experience (relevant experience, qualifications) Maximum 20 points**

- Experience of the individual team members in similar evaluation
- Experience of the team leader in evaluating IECD programmes
- Experience of the education team member and/or national consultant(s)
- 3 team members or more have university degrees or equivalent (fields related to international development, public policy, public administration, public health, education or similar)
- Proven high quality report writing in English

**Methodology (maximum 40 points)**

- A detailed description of the proposed methodology, describing the approach that will be taken to deliver the outputs for each of the phases (section x of the TORs), including a description of activities, envisaged working modalities, which stakeholders are sought to be involved and how stakeholder involvement will be secured (the methodology shall be in accordance with the the Terms of Reference)

**Work plan and time frame (maximum 20 points)**

- A work plan describing the general work plan based on the one proposed in the ToR, with comments and proposed adjustments, if any and detailed timetable by activity

Total Maximum score 100 points weight **70%**

Only Proposals which receive a minimum of **50% after weighting** will be considered further.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 100 points weights at **30%**. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal **30 Points**) * Price of lowest priced proposal
1.3 **Multiple Arrangements.** UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

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

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

2. **GENERAL TERMS AND CONDITIONS OF CONTRACT (SERVICES)**

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

3. **RIGHTS OF UNICEF**

3.1 UNICEF reserves the following rights:

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

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

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

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

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

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

PART IV – REQUIREMENTS

1. **Price and Payment**

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

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

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

1.3 **Currency.** (a) The currency of the Proposal shall be in **US dollar.** UNICEF will reject any proposals submitted in another currency.

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

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

2. **Implementation**

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

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

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

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

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

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

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

a) Those that were undertaken together by the joint venture; and

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

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

3. **Liquidated Damages**

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

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

PART V – PROPOSER REPRESENTATIONS

1. PRICE – MOST FAVOURED CUSTOMER

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

2. GENERAL REPRESENTATIONS

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

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

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

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

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

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

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

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

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

3. **ETHICAL STANDARDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Audit**

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

GENERAL TERMS AND CONDITIONS OF CONTRACT
(Services)

DEFINITIONS AND UNICEF SUPPLY WEBSITE

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

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

“Confidential Information” means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and 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.

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

“Contractor” means the contractor named in the Contract.

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

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

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

“Fee” is defined in Article 3.1.

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

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

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

Contractor’s “Personnel” means the Contractor’s officials, employees, agents, individual subcontractors and other representatives.

“Security Incident” means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF’s Confidential Information or...
“Services” means the services specified in the relevant section of the Contract.

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

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

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

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

Provision of Services and Deliverables

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

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

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

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

2.5 The Contractor will not seek, demand or accept anything of value from any party to influence the Contractor or any other person in performance of the Contract.
Deliverables.

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

Non-conforming Services and Consequences of Delay

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

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

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

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

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

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

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

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

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

Contractor’s Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

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

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

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

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

3.5 UNICEF will pay the uncontested amount of the Contractor’s invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF’s rights with regard to, the Contractor’s performance.
3.6 Each invoice will confirm the Contractor’s bank account details provided to UNICEF as part of the Contractor’s registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor’s responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

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

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

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

4. REPRESENTATIONS AND WARRANTIES;
INDEMNIFICATION; INSURANCE

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

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

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

Indemnification

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

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

(i) Insurance against all risks in respect of its own 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 Contractor’s performance of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor’s performance under the Contract;

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

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

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

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

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

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

**Liability**

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

5. **Intellectual Property and Other Proprietary Rights; Data Protection; 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 including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials (“Contract Materials”) that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term “Contract Materials” includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

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

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

**Confidentiality**

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

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

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

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

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

Data Protection and Security

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

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

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

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

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

6. TERMINATION; FORCE MAJEURE

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

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

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

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

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

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

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

Force Majeure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FULL COOPERATION WITH AUDITS AND INVESTIGATIONS

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties’ performance of the Contract generally and including but not limited to the Contractor’s compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor’s premises at reasonable times and on reasonable conditions and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available for the purposes of such 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 Contractor acknowledges UNICEF’s commitment to transparency as outlined in UNICEF’s Information Disclosure Policy and confirms that it consents to UNICEF’s public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

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

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

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

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

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

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

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

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

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

1. INTRODUCTION

To promote accountability and enhance evidence-based learning and documentation, UNICEF Cambodia is commissioning a formative Evaluation of the Integrated Early Childhood Development (IECD) Approach implemented in the period 2016 to 2018. These Terms of Reference (ToR) set out the purpose and objectives, methodological options and operational modalities for an institutional contract for a team of three independent evaluation consultants (two international and one national). Findings and recommendations from this evaluation will inform the implementation of the 2019-2023 Country Programme to ensure that initiatives aimed at early childhood development are conceptually sound, cost effective, and contribute to learning and advocacy to achieve better outcomes for children in the northeast of Cambodia and among urban poor in Phnom Penh. The evaluation is expected to be conducted from January to June 2019 for a total duration of approximately 16 working weeks (80 days). It will be supervised by the UNICEF Evaluation Specialist in Cambodia, in collaboration with the IECD Task Force and in coordination with the UNICEF Regional Office for East Asia and the Pacific (EAPRO).

2. BACKGROUND AND DESCRIPTION OF OBJECT OF THE EVALUATION

Given that early childhood is a crucial period in a child’s life in terms of brain development and future social, emotional, cognitive and physical abilities, UNICEF’s IECD Programme is important for ensuring better outcomes for children in Cambodia. This evaluation will be focussing around UNICEF Cambodia Country Programme 2016-2018 Outcome 1 that, “By 2018, infants, children under five and pregnant women have improved and more equitable use of integrated early childhood survival, care and development interventions and practices, particularly in target districts.” The IECD Programme supports the National Committee of Early Childhood Care and Development (ECCD) and sectoral ministries in implementing ECCD National Action Plan 2014-2018. UNICEF also supports capacity building of government ministries and service providers in line with the United Nations’ global commitment to end preventable child deaths in ‘A Promise Renewed’. The Programme also promotes community participation in planning and monitoring of social development and develops communication and parenting education resources to promote positive practices for child development in the target areas in the north-east and Phnom Penh. The approach has targeted the north-east provinces of Mondulkiri, Ratanakiri, Kratie, Stung Treng and Preah Vihear and the urban poor in Phnom Penh because these are the regions in the country with the lowest child development indicators as compared to the rest of the country.

In the commitment to achieving Outcome 1, the approach also has six dedicated outputs:

1.1. By 2018, strengthened capacities of administrators in six target provinces in analyzing, planning, coordinating, implementing and monitoring actions that promote IECD.

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1 Additional researchers/enumerators can be considered by the bidders to conduct the data collection.
2 https://www.unicef.org/health/index_childsurvival.html
3 For statistics on key performance indicators for the outputs of the IECD approach, see Annex 1.
1.2. By 2018, strengthened capacities of communities, caregivers and families to practice timely and appropriate birth registration, complementary feeding, hygiene, positive parenting and health seeking behavior for children under the age of five, especially in six target provinces.

1.3. By 2018, increased capacities of service providers to promote access to nutrition-specific services at all levels in an enabling environment, particularly in six target provinces.

1.4. By 2018, increased capacities of service providers to promote access by more newborns, children and women to quality primary health services, focusing one neonatal and maternal health, and immunization, especially in six target provinces.

1.5. By 2018, strengthened commitment and capacity of government to provide more children and their families, particularly in the six target provinces, with increased access to quality water, sanitation and hygiene (WASH) facilities and services.

1.6. By 2018, strengthened commitment and capacity of government to provide more children under five with increased access to inclusive quality early childhood education, particularly among children with disabilities, indigenous minority children, and those living in the six target provinces.

Further, within the IECD approach, primary rights holders are children and pregnant women, especially those in the target districts (north-eastern provinces and Phnom Penh). Main duty bearers are UNICEF Cambodia, the Ministry of Health (MoH), Ministry of Education, Youth and Sport (MoEYS) and Ministry of Rural Development (MRD). Other duty bearers include other agencies and international and national NGOs working in the fields of health, nutrition, WASH, and community development and empowerment. The main implementing and development partners of UNICEF’s IECD approach are Swedish International Development Cooperation Agency (Sida), the European Union (EU), Korea International Cooperation Agency, Australian Department of Foreign Affairs and Trade, United States Agency for International development (USAID), Deutsche Gesellschaft für Internationale Zusammenarbeit/Bank aus Verantwortung (GIZ/KfW), UNFPA, WHO, FAO, WFP, International Movement of the Red Cross and Red Crescent, World Bank and Global Partnership for Education (GPE).

Cambodia has made notable progress in improving early childhood development (ECD), but still faces major challenges, including:

- Malnutrition among children is still prominent in Cambodia, with 32 per cent of children under five years stunted (when a child is too short for his or her age), 10 per cent wasted (with acute malnutrition) and 24 per cent underweight;\(^4\)
- Malnutrition causes approximately 4,500 child deaths annually, which accounts for roughly one third of all child deaths in Cambodia;\(^5\)
- Children born into impoverished families are almost three times more likely to be stunted in the first years of life than children born into wealthy families;\(^6\)
- The quality of young children’s diets remains a concern in Cambodia, where more than 60 per cent of children aged six to 24 months, and about 80 per cent of children aged six to eight months, do not consume the daily minimum acceptable diet;\(^7\)
- Evidence has shown that improved capacity of community health workers has a significant impact on the lives of women and children;
- Almost 40 per cent of Cambodians living in rural areas do not have access to improved drinking water sources in

\(^5\) Cambodia Demographic and Health Survey (CDHS) 2014.
\(^6\) Secondary analysis of CDHS 2014 conducted by the Council for Agricultural and Rural Development (CARD), UNICEF and Institut de recherche pour le développement (IRD).
\(^7\) Secondary analysis of CDHS 2014 by the Ministry of Health, UNICEF and IRD.
\(^8\) Ibid.
the dry season and about 69 per cent do not have access to an improved toilet. About fifty per cent of people practice open defecation; and\(^9\)

- Only about 35 per cent of children aged three to five years in Cambodia have access to pre-school education, with minor difference between boys and girls.\(^{10}\)

Although Cambodia has made remarkable progress in the reduction of poverty,\(^{11}\) the main factor contributing to poor early childhood development is poverty.\(^{12}\) While child survival has improved in recent years, with the under-five mortality rate reducing from 124 in every 1,000 live births to 35 in every 1,000 live births between 2000 and 2014,\(^{13}\) challenges remain. Improving early childhood development can begin as early as during pregnancy by improving pre-natal care; however, not all women receive routine care or deliver in a health facility. Following birth, children need improved access to nutrition, health, and WASH facilities to allow for proper development and a bright future.

In the 2016-2018 Country Programme Document, a single outcome was developed for IECD converging Nutrition, Health, and WASH as well as ECE and Community Development and Empowerment for children under five and pregnant women in the target areas. This approach has been managed by one chief with an IECD Task Force. The upcoming 2019-2023 Country Programme has not maintained this integrated approach as such, but has entrenched it into its component sections in line with the National Strategic Plan.

Investing in early childhood development is one of the most cost-effective methods to improve the lives of children, especially the poorest and most vulnerable. If a child fails to receive adequate resources for proper development, it takes enormous effort and investment to help that child get back on track. As this approach has not been evaluated yet, it is important to generate evidence and lessons learned for future programming.

3. PURPOSE, OBJECTIVES AND SCOPE OF WORK

The primary purpose of this independent evaluation is formative in nature to foster learning and improvement within the IECD approach, specifically with a view to inform the Country Programme 2019-2023 Outcome 1 which aims to ensure that children under five and pregnant women have improved and more equitable use of early childhood survival, care and development interventions and practices particularly in target districts in north-eastern Cambodia and Phnom Penh. The evaluation will also include summative elements, but will not assess impact given that the approach was only implemented over three years.

The evaluation will aim to provide an overall view on the IECD approach being used in order to improve upon it for the upcoming 2019-2023 Country Programme. It will allow the identification of lessons learned, good practices and innovations for validating and scaling up support with government ministries and NGO and private partners.

\(^9\) Ibid.
\(^{10}\) Early Childhood Education Department Annual Data 2014/15
\(^{11}\) World Bank estimates: in 2014, the poverty rate was 13.5 per cent compared to 47.8 per cent in 2007; the bank also estimates that about 90 per cent of the poor in Cambodia live in the countryside, and that around 4.5 million people are near-poor.
\(^{12}\) IECD Situation document, 2018.
\(^{13}\) Cambodia Demographic and Health Survey (CDHS) 2014
The primary users of the evaluation are the UNICEF Cambodia sections involved in IECD, including Nutrition, Health, and WASH as well as ECE and Community Development and Empowerment. Also included are MoH, MoEYS, MRD, and Scaling Up Nutrition (SUN) as well as the UNICEF’s Regional ECD Adviser for East Asia and the Pacific. Secondary users include Sida, the EU, Korea International Cooperation Agency, Australian Department of Foreign Affairs and Trade, USAID, GIZ/KfW, UNFPA, WHO, FAO, WFP, International Movement of the Red Cross and Red Crescent, World Bank and GPE.

The objectives of the evaluation include the following:

- To validate and reconstruct (where necessary) the theory of change (ToC) of the Integrated Early Childhood Development (IECD) approach;
- To provide an assessment of Outcome 1 for 2016-2018 that, “By 2018, infants, children under five and pregnant women have improved and more equitable use of integrated early childhood survival, care and development interventions and practices, particularly in target districts” and to assess the extent to which outputs have been achieved;
- To understand the gaps and bottlenecks in providing IECD support and services to the northeaster provinces and to the urban poor in Phnom Penh; and
- To document and provide recommendations regarding lessons learned, good practices and innovations that can be applied to other provinces to promote continuous learning and improvement.

The evaluation will cover the evolution of the IECD Programme and its approach from 2016 to 2018. Data collection will be conducted in the north-eastern provinces of Cambodia and Phnom Penh due to the fact that these regions have the lowest child development indicators.

### 4. EVALUATION FRAMEWORK AND QUESTIONS

Evaluation evidence will be assessed using the Organisation for Economic Co-operation and Development’s Development Assistance Committee’s (OECD/DAC) criteria of relevance, effectiveness, efficiency, sustainability and cross-cutting considerations of gender, equity and human rights. The evaluation will not look at impact as mentioned before. These criteria will allow for a full assessment of the IECD 2016-2018.

**Relevance**: Extent to which the IECD Programme activities are suited to the priorities and policies of the target groups, national government and donors:

- How appropriate is the Programme approach to meet the overall needs of disadvantaged women and children in the north-eastern provinces and among the urban poor in Phnom Penh?
- Is the design of the approach conducive to realising the outcomes and outputs as defined in the Country Programme Document 2016-2018?
- How well aligned is the approach with the National Action Plan 2014-2018 in particular and with national priorities in general?

**Effectiveness** of the IECD Programme’s approach, considering:

- To what extent were the different IECD programme areas’ (Health, Nutrition, WASH, ECD, Community Development and Empowerment) objectives achieved?
  - Which areas saw greater achievements and why?
  - Which areas saw greater challenges and why?
- To what extent did the approach achieve the six outputs defined in the 2018-2018 Country Programme?

14 Scaling Up Nutrition is a movement hosted by the United Nations Office for Project Services but it belongs to all those agencies, organizations, individuals, etc. that support it.
- To what extent did the approach promote increased knowledge, skills and communication capacities to service providers?
- How well did the approach provide women, new-borns and children under five with better quality primary and maternal health care and nutrition services, particularly in the target districts and in emergencies?
- To what extent did the approach lead to increased enrolment of children under five in quality ECE programmes, particularly in target districts and in emergencies?
- To what extent did the approach enable improved and equitable use of safe drinking water, adequate sanitation, and improved hygiene practices in communities, health centres and schools, particularly in target districts and in emergencies?
- To what extent does the approach coordinate between and among other UNICEF initiatives as well as with implementing partners and other national and international NGOs that are key to improving outcomes related to IECD?

**Efficiency** in the use of the resources used to deliver the IECD Programme outputs, including:

- How well have funds been allocated and utilised at all levels to realise the approach’s objectives?
  - Were the least costly resources used to achieve the desired results?
- How effectively have resources been used to achieve outputs and were funds used in a way which was cost-effective? Are there any more efficient alternatives UNICEF should consider?
- How effective and efficient has coordination been across the approach in UNICEF and with Government and other partners?
- To what extent were objectives achieved on time?

**Sustainability** of the initiatives and actions plans within the IECD approach and possible scalability, including:

- How well will the current approach sustain positive outcomes without financial and technical support from UNICEF or other development partners?
- To what extent the IECD approach can be scaled-up to other provinces in Cambodia?
- What are the gaps and bottlenecks to creating lasting systems and resources and to scale-up the approach?
- What were the major factors which influenced the achievement or non-achievement of sustainability of the programme between 2016 and 2018? Are there any other factors that are emerging that the programme should consider?

**Cross-cutting considerations:**

- How well does the IECD approach incorporate and encourage equity in its interventions, especially for those most disadvantaged?
- To what extent are age, gender, ethnicity, etc. disaggregated data collected and monitored? How can the current programme performance indicators and monitoring and evaluation framework be strengthened in terms of gender equality, equity and human rights?

5. EVALUATION APPROACH AND METHODOLOGY

Based on the objectives of the evaluation, this section indicates a possible approach, methods, and processes for the evaluation. It is expected that this formative, non-experimental, evaluation will employ a theory-based (re-constructing the theory of change), a participatory and a mixed-methods approach. It is essential for the evaluation to be participatory in nature and include views of all key stakeholders (incl. both right holders and duty bearers) and in particular, pregnant women and new mothers. Key background documents, together with

16 The proposed methodology is just indicative, and based on internal experience in conducting similar evaluations.
a contact list of all relevant informants will be provided to the selected applicant once a contractual agreement has been
made.

Methodological rigor will be given significant consideration in the assessment of the proposals. Hence applicants are invited
to interrogate the approach and methodology proffered in the ToR and improve on it, or propose an approach they deem
more appropriate. In their proposal, the applicants should refer to triangulation, sampling plan and methodological
limitations and mitigation measures. The proposed approach and methods should be guided by the UNICEF’s revised
SWAP Evaluation Performance Indicator, UNEG Guidance on Integrating Human Rights and Gender Equality in Evaluation
(2014)\textsuperscript{19}, UNICEF Procedure for Ethical Standards and Research, Evaluation and Data Collection and Analysis (2015)\textsuperscript{20} and
UNICEF-Adapted UNEG Evaluation Report Standards (2017).\textsuperscript{21}

At a minimum, the evaluation will draw on the following methods:

- **Desk review** of background documents and other relevant data, including strategy documents, monitoring reports,
  evaluation reports, management responses and other documents judged relevant;
- **Literature search and review** of material on the environment in which the programmes operate, (including for
  Health, Nutrition, WASH, ECD and Community Development and Empowerment), and recent development plans
  and strategies;
- **Key informant interviews** with relevant stakeholders at all levels, including the Government and development
  partners;
- **Focus group discussions** with parents and their children (beneficiaries and non-beneficiaries);
- **Case studies** of children and women in the target areas by geographical region (northeast provinces and urban
  poor in Cambodia) and output;
- **Cost-effectiveness analysis** of the interventions and overall approach; and
- **Structured surveys** of women and children who receive services provided by the Programme.

The data collected should be disaggregated by age, gender, ethnicity, disability, etc. where relevant. Sampling of key
informant interviews and focus group discussions should be done in consultation with UNICEF.

The evaluation should include the following steps:

**Step 1: Desk review of relevant background documents and literature search.** The evaluation consulting firm will review
key background documents to understand the Programme since 2016 to date and literature search of secondary data to
understand the context in which the Programmes operate.

**Step 2: Preparation of Inception Report that includes evaluation methodology and tools.** The methodology should be
prepared to cover all the intended objectives of the evaluation. The evaluation methodology design will be finalized in
agreement with the Reference Group (see below) and the Inception Report should be prepared based on the UNEG Norms and Standards for Evaluation
and submitted to the Evaluation manager for approval. This will include the reconstruction of the ToC.

\textsuperscript{17} UNICEF’s revised Evaluation Policy: https://www.unicef.org/about/execboard/files/2018-14-Revised_Eval-ODS-EN.pdf
\textsuperscript{18} UNEG Norms and Standards for Evaluation: http://www.unevaluation.org/document/detail/1914
\textsuperscript{19} http://www.uneval.org/document/detail/1616
\textsuperscript{20} https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF
**Step 3: Data collection.** The application of mixed-methods (qualitative and quantitative) is expected, which should be human rights based, including child rights based and equity and gender sensitive, as noted above.

**Step 4: Data analysis.** Collected data should be analysed by using relevant analysis methods that should be clearly described in the report.

**Step 5: Sharing preliminary findings.** The consulting institution will share preliminary findings with the Reference Group. While feedback will be taken into consideration and incorporated into the draft report, the consultants are encouraged to guard against validity threats, such as personal bias.

**Step 6: Draft report.** The consultant prepares a draft report, with conclusions, lessons learned and recommendations drawn from the data. The report structure should follow UNICEF-adapted UNEG Evaluation Reports.

**Step 7: Presentation of evaluation conclusions and recommendations.** The consultant will present the final draft evaluation conclusions and recommendations to the Reference Group and other key stakeholders in a multi-stakeholder workshop, using a PowerPoint presentation and other methodologies for presenting in a participatory manner. Recommendation of the evaluation should also be presented and prioritised.

**Step 8: Finalization of the evaluation report.** The consultant will incorporate comments and feedback on the findings and recommendations from the Reference Group and other key stakeholders to finalise the report. The final evaluation report should be submitted to the Evaluation Specialist.

Good practices not covered therein are also to be followed. Any sensitive issues or concerns should be raised with the Evaluation Manager as soon as they are identified.

6. MANAGEMENT AND COORDINATION

The evaluation will be conducted by an independent evaluation firm who will be mainly responsible for the overall evaluation, including designing the evaluation methodology, developing tools, guiding national researchers/enumarators in data collection (as necessary), analysing data, drafting Inception Report and final reports with recommendations. The Evaluation Team will operate under the supervision of UNICEF’s Evaluation Specialist, who will act as Evaluation Manager and therefore be responsible for the day-to-day oversight and management of the evaluation and for the management of the evaluation budget. The Evaluation Manager will assure the quality and independence of the evaluation and guarantee its alignment with UNEG Norms and Standards and Ethical Guidelines and other relevant procedures, provide quality assurance checking that the evaluation findings and conclusions are relevant and recommendations are implementable, and contribute to the dissemination of the evaluation findings and follow-up on the management response. The Evaluation Manager will work in collaboration with relevant partners/stakeholders, as well as UNICEF’s ECD Task Force, including Nutrition, Health, WASH, ECE, and Community Development and Empowerment, who will facilitate access to relevant information and informants. Additional quality assurance will be provided by the Regional Evaluation Adviser, the Regional Adviser for ECD and other advisers of UNICEF Regional Office for East Asia and the Pacific (EAPRO) as appropriate. The final report will also be approved the Country Representative at UNICEF Cambodia.

A Reference Group will be established, bringing relevant partners/stakeholders and UNICEF’s ECD Task Force, including Nutrition, Health, WASH, ECD, and Community Development and Empowerment, relevant government counterparts, development partners, the Regional Evaluation Adviser and others. The Reference Group will have
the following role: contributing to the preparation and design of the evaluation (including providing feedback and comments on the inception report and on the technical quality of the work of the consultants); providing comments and substantive feedback to ensure the quality – from a technical point of view – of the draft and final evaluation reports; assisting in identifying internal and external stakeholders to be consulted during the evaluation process; participating in review meetings organized by the Evaluation Manager and IECD Task Force with the Evaluation Team, as required; playing a key role in learning and knowledge sharing from the evaluation results; and contributing to disseminating the findings of the evaluation and follow-up on the implementation of the management response.

7. EVALUATION DELIVERABLES AND TIMELINE

Evaluation products expected for this exercise are:

1. An Inception Report in English and a summary note in preparation for data collection (in both English and Khmer);
2. A report of the preliminary evaluation findings from primary data collection (in English);
3. A draft and final report (in English). The executive summary of the report should be translated in Khmer;
4. A PowerPoint presentation (in both English and Khmer)
5. A four-page Evaluation Brief (in both English and Khmer)

Other interim products are:

- Minutes of key meetings with the Evaluation Manager and the Reference Group;
- Presentation materials for the meetings with the Evaluation Manager and the Reference Group. These may include PowerPoint summaries of work progress and conclusions to that point;
- Video and photo materials to be collected during the evaluation to enrich presentations and the report; and
- Bi-weekly reports to the Evaluation Manager to track progress in the implementation of the evaluation.

Outlines and descriptions of each evaluation products are meant to be indicatives, and include:

- Inception Report: The Inception Report will be key in confirming a common understanding of what is to be evaluated, including additional insights into executing the evaluation. At this stage, the consulting firm will refine and confirm evaluation questions, confirm the scope of the evaluation, further improve on the methodology proposed in the ToR and their own evaluation proposal to improve its rigor, as well as develop and validate evaluation instruments. The report will include, among other elements: i) evaluation purpose and scope, confirmation of objectives and the main themes of the evaluation; ii) evaluation criteria and questions; iii) evaluation methodology (i.e., sampling criteria), a description of data collection methods (quantitative and qualitative) and data sources (incl. a rationale for their selection), draft data collection instruments, for example questionnaires, with a data collection toolkit as an annex, an evaluation matrix that identifies descriptive and normative questions and criteria for evaluating evidence, and a discussion on the limitations of the methodology and mitigation measures; iv) ethical protocols; v) quality control procedures; vi) training plan for national researchers/ enumerators (if any); vii) field work plan including team composition, logistics, field monitoring, etc.; viii) plans for data analysis (quantitative and qualitative), including a discussion on how to enhance the reliability and validity of evaluation conclusions; ix) proposed structure of the final report; x) evaluation work plan and timeline, including a revised work and travel plan; xi) resources requirements (i.e., detailed budget allocations tied to evaluation activities, work plan deliverables); xii) annexes (i.e., organizing matrix for evaluation questions, data collection toolkit, data analysis framework, an evaluation summary note for external communication purposes in English and Khmer). The inception report will be 20 pages in length (excluding annexes), or approximately 8,000 words, and will be presented at a formal meeting of the Reference Group.

- A report of preliminary evaluation findings: This report will present the preliminary evaluation findings from primary data collection, comprising the desk-based document review and analysis of the scholarship programmes
and literature search. The report developed prior to the first drafts of the final report should be 10 pages, or about 4,000 words in length (excluding annexes, if any), and should be accompanied by a PowerPoint presentation that can be used for validation with key stakeholders.

- **A draft and final Evaluation Report**: The report will not exceed 40 pages, or 16,000 words, including executive summary and excluding annexes; reports will be prepared according to the UNICEF Style Guide and UNICEF Brand Toolkit (to be shared with the winning applicant) and UNICEF-Adapted UNEG Evaluation Report Standards (2017) as per GEROS guidelines (refer to: footnote 13). All deliverables must be in professional level standard English and they must be proof-read by a native English speaker. The executive summary of the report should be translated in Khmer. The first draft of the final report will be received by the Evaluation Manager who will work with the Evaluation Team on necessary revisions before sending the report to the Reference Group for comments. The Evaluation Manager will consolidate all comments on a response matrix, and request the Evaluation Team to indicate actions taken against each comment in the production of the penultimate, and final draft.

- **PowerPoint presentation**: Initially prepared and used by the Team Leader in presentations to the Reference Group, a standalone PowerPoint will be submitted to the Evaluation Manager as part of the evaluation deliverables. The presentation will be used in dissemination with government and other stakeholders. The presentation must be shared in English and Khmer.

- **A four-page Evaluation Brief for external users**, that is distinct from the executive summary in the evaluation report, which is intended for a broader, non-technical and non-UNICEF audience, will be submitted to the Evaluation Manager (in English and Khmer) as part of the evaluation deliverables. Infographics should be developed as part of the Evaluation Brief.

Applicants are invited to reflect on each outline and affect the necessary modifications to enhance their coverage and clarity. Having said so, products are expected to conform to the stipulated number of pages where that applies.

The results of the evaluation will be disseminated per the Dissemination Plan, and be made available to a wider-public on UNICEF Cambodia web-site and unicef.org.

An estimated budget has been allocated for this evaluation. As reflected in Table 1, the evaluation has a timeline of six months from January to June 2019. Adequate effort should be allocated to the evaluation to ensure timely submission of all deliverables, approximately 16 weeks on the part of the Evaluation Team.

### Table 1: Proposed Evaluation Timeline

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22 UNICEF has instituted the Global Evaluation Report Oversight System (GEROS), a system where final evaluation reports are quality assessed by an external firm against UNICEF/UNEG Norms and Standards for evaluation reports. The Evaluation Team is expected to reflect on and conform to these standards as they write their report. The team may choose to share a self-assessment based on the GEROS with the evaluation manager.

23 Bidders should consider conducting at least three missions to Cambodia and spending about eight weeks in country (1-2 weeks for inception mission; 6 weeks for data collection and validation; 2-3 days for communication of results).

24 Please note that the timing of the data collection may change depending on the possibility of carrying out key informant interviews and focus group discussions and other contextual factors.
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DELIVERABLE</th>
<th>TIME ESTIMATE</th>
<th>RESPONSIBLE PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. INCEPTION, EVALUABILITY, DOCUMENT REVIEW AND ANALYSIS</td>
<td></td>
<td>6 weeks</td>
<td></td>
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<tr>
<td>(Jan to Feb, 2019)</td>
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<tr>
<td>1. Inception meeting by Skype with the Evaluation Manager; IECD Task Force (UNICEF)</td>
<td>Meeting minutes</td>
<td>Week 1</td>
<td>Evaluation Team, Evaluation Manager</td>
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<tr>
<td>2. Inception visit (incl. initial data collection and desk review; stakeholder analysis)</td>
<td>Meeting minutes</td>
<td>Weeks 2-3</td>
<td>Evaluation Team</td>
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<tr>
<td>3. Present the evaluation approach and methodology to the Reference Group</td>
<td>PowerPoint presentation</td>
<td>Week 4</td>
<td>Evaluation Team, Evaluation Manager, Reference Group</td>
</tr>
<tr>
<td>5. Present draft Inception Report to the Reference Group</td>
<td>PowerPoint presentation</td>
<td>Week 6</td>
<td>Evaluation Team, Evaluation Manager, Reference Group</td>
</tr>
<tr>
<td>6. Revise Inception Report, confirm planning for field visit</td>
<td>Final Inception Report</td>
<td>Week 6</td>
<td>Evaluation Team, Evaluation Manager, Reference Group</td>
</tr>
<tr>
<td>2. DATA COLLECTION AND INITIAL ANALYSIS</td>
<td></td>
<td>6 weeks</td>
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<tr>
<td>(Mar to Apr, 2019)</td>
<td></td>
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<tr>
<td>1. Pilot data collection tools and conduct field-based data collection (incl. multiple rounds of data collection can be conducted over time)</td>
<td>-</td>
<td>Weeks 7-11</td>
<td>Evaluation Team</td>
</tr>
<tr>
<td>2. Prepare initial evaluation findings report and prepare presentation for validation workshop to validate data collection results</td>
<td>Initial evaluation findings report (incl. desk review), PowerPoint presentation, meeting minutes</td>
<td>Week 12</td>
<td>Evaluation Team, Evaluation Manager, Reference Group</td>
</tr>
<tr>
<td>3. ANALYSIS, REPORTING AND COMMUNICATION OF RESULTS</td>
<td></td>
<td>4 weeks</td>
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<td>(May to Jun, 2019)</td>
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<tr>
<td>2. Receive first draft and provide feedback to Evaluation Team</td>
<td>Evaluation commenting matrix</td>
<td>Week 15</td>
<td>Evaluation Manager</td>
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<tr>
<td>4. Receive second draft and provide feedback to Evaluation Team</td>
<td>Evaluation commenting matrix</td>
<td>Weeks 16-17</td>
<td>Evaluation Manager, Reference Group</td>
</tr>
<tr>
<td>7. Submit Final Evaluation Report to the Evaluation Specialist and prepare presentation and other materials</td>
<td>Final Evaluation Report, Evaluation Brief, PowerPoint presentation, meeting minutes</td>
<td>Week 18</td>
<td>Evaluation Team, Evaluation Manager</td>
</tr>
</tbody>
</table>

8. EVALUATION TEAM PROFILE

The evaluation will be conducted by engaging an evaluation consulting firm that should bring together one international senior-level evaluation consultant (Team Leader) to lead the evaluation that will be supported by at least one international early childhood development specialist (Team Member/Technical Expert), and one national consultant (Team...
Member/National Technical Expert). The consulting firm should identify a gender-balanced and culturally diverse team, to the extent possible.

The Team Leader should have the following competences:

- Holding an advanced university degree (Masters or higher) in public health, international development, public policy, development economics, monitoring and evaluation or similar, including knowledge of IECD (notably, health, nutrition and WASH);
- Having extensive evaluation experience (at least 10 years) with an excellent understanding of evaluation principles and methodologies, including capacity in an array of qualitative and quantitative evaluation methods, and UNEG Norms and Standards, including previous experience supporting summative and/or formative programme evaluations;
- Having extensive experience in planning, implementing, managing or monitoring and evaluation, preferably in IECD;
- Bringing a strong commitment to delivering timely and high-quality results, i.e., credible evaluations that are used for improving strategic decisions;
- Having in-depth knowledge of the UN’s human rights-based approach, gender equality and equity agendas;
- Having a good team leadership and management track record, as well as excellent interpersonal and communication skills to help ensure that the evaluation is understood and used;
- Specific evaluation experience of IECD is strongly desired, but is secondary to a strong mixed-method evaluation background;
- Previous experience of working in an East Asian context is desirable, together with understanding of the Cambodian context and cultural dynamics;
- The consultant must be committed and willing to work independently, with limited regular supervision; s/he must demonstrate adaptability and flexibility, client orientation, proven ethical practice, initiative, concern for accuracy and quality; and
- S/he must have the ability to concisely and clearly express ideas and concepts in written and oral form as well as the ability to communicate with various stakeholders in English.

The international ECD Team Member/Technical Specialist:

- Holding an advanced university degree (Masters-level) in international development, public policy, education, or similar;
- Provide technical input in relation to exploring ECD in the Cambodia development context;
- Provide advice on policy issues arising throughout the evaluation process relating to ECD and make recommendations on relevant strategies and management action/s to assist UNICEF and its partners to meet its programme goals and objectives;
- Identify and discuss programme design issues, inputs, and elements to strengthen the recommendations, as well as linkages and collaboration between MoEYS and other stakeholders;
- Support the team leader in progressing evaluation related processes including drafting/reviewing/revising/finalising relevant sections of the report and its associated annexes;
- Carry out research, as required, to inform data collection; and
- Given the writing responsibilities, this specialist will have excellent English proficiency with very good oral and written communications skills, including the ability to convey messages clearly and succinctly in complex environments. S/he will, preferably, have well-developed research and analytical skills with a practical focus and exhibits sound judgment, problem solving skills, initiative and a results orientation.

The national consultant (Team Member/Technical Expert):
• Holding an advanced university degree (Masters-level) in public health, education, international development, public policy or similar;
• This position is classified as local given the emphasis on first-hand local knowledge, understanding, and experiences of the social development issues and trends in Cambodia and/or the Mekong region, particularly in relation to the IECD sector. S/he will have adequate knowledge of Cambodia government policy with understanding of related economic, political, social and cultural issues in social development;
• Hands-on experience in research and/or evaluation, collecting and analysing quantitative and qualitative data, ideally with some experience in the IECD sector;
• Strong expertise in equity, gender equality and human rights based approaches to evaluation and expertise in data presentation and visualisation;
• Be committed and willing to work in a complex environment and able to produce quality work under limited guidance and supervision;
• Have good communication, advocacy and people skills and the ability to communicate with various stakeholders and to express concisely and clearly ideas and concepts in written and oral form; and
• Excellent Khmer and English communication and report writing skills.

The consultants must remain in strict adherence with UNEG ethical guidelines and code of conduct, and UNICEF Procedure for Ethical Standards in Research, Evaluation and Data Collection and Analysis. The evaluation does not need to go through an ethical review board, however, the consultants should clearly identify any potential ethical issues and approaches, as well as the processes for ethical review and oversight of the evaluation process in their proposal.

9. ADMINISTRATIVE ISSUES
It is expected that the Evaluation Team will travel to Cambodia in the course of the inception phase (1-2 weeks, in Phnom Penh and north-east provinces), during the data collection and validation (6 weeks, in Phnom Penh and north-east provinces) and to report and validate the Evaluation Report’s conclusions and recommendations (2-3 days, in Phnom Penh). It is essential to clarify that i) travel cost shall be calculated based on economy class travel, regardless of the length of travel and ii) costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC).

In-country and international travel to complete the evaluation must be clearly identified and budgeted. Bidders shall be required to include the cost of in-country travel in the financial proposal. UNICEF will provide access to meeting rooms for contacting interviews and holding the reference group meetings and validation workshops.

10. PAYMENT SCHEDULE AND PENALITIES FOR UNDERPERFORMANCE
Unless the proposers propose an alternative payment schedule, payments will be as follows:

• Approved Inception Report: 20% of the contractual amount;
• Approved preliminary evaluation findings report: 30% of the contractual amount;
• Approved final Evaluation Report: 30%; and
• Approved final presentation and other materials: 20%.

The technical proposal should include but not be limited to the following:

a) Presentation of the Institution, including:
   • Name of the institution;
   • Date and country of registration/incorporation;
Summary of corporate structure and business areas;
Corporate directions and experience;
Location of offices or agents relevant to this proposal; and
Number and type of employees.

b) Narrative Description of the Institution’s Experience and Capacity in the following areas:

- Summative and formative evaluation of interventions related to IECD, ideally implemented through government institutions;
- Previous assignments in developing countries in general, and related to social inclusion programmes, preferably in East Asia; and
- Previous and current assignments using UNEG Norms and Standards for evaluation.

C) Relevant References of the proposer (past and on-going assignments) in the past five years. UNICEF may contact references persons for feedback on services provided by the proposers.

d) Samples or Links to Samples of Previous Relevant Work listed as reference of the proposer (at least three), on which the proposed key personnel directly and actively contributed or authored.

e) Methodology: It should minimize repeating what is stated in the ToR. There is no minimum or maximum length. If in doubt, ensure sufficient detail.

f) Work Plan, which will include as a minimum requirement the following:

- General work plan based on the one proposed in the ToR, with comments and proposed adjustments, if any; and
- Detailed timetable by activity (it must be consistent with the general work plan and the financial proposal).

g) Evaluation Consulting Team:

- Summary presentation of proposed experts;
- Description of support staff (number and profile of research and administrative assistants etc.);
- Level of effort and time commitment of proposed experts by activity (it must be consistent with the financial proposal); and
- CV of each expert proposed to carry out the evaluation.

Please note that the duration of the assignment will be from January to June 2019, and it is foreseen that the Evaluation Team will devote roughly half of their time to the evaluation. The presence of a conflict of interest of any kind (e.g., having worked for or partnered with UNICEF Cambodia on the design or implementation phase of the IECD Programme will automatically disqualify prospective firms from consideration).

The financial proposal should include but not be limited to the following:

a) Resource Costs: Daily rate multiplied by number of days of the experts involved in the evaluation.

b) Conference or Workshop Costs (if any): Indicate nature and breakdown if possible.

c) Travel Costs: All travel costs should be included as a lump sum fixed cost. For all travel costs, UNICEF will pay as per the lump sum fixed costs provided in the proposal. A breakdown of the lump sum travel costs should be provided in the financial proposal.

d) Any Other Costs (if any): Indicate nature and breakdown.

e) Recent Financial Audit Report: Report should have been carried out in the past two years and be certified by a reputable audit organization.
The financial proposal must be fully separated from the technical proposal. The financial proposal will be submitted in hard copy. Costs will be formulated in US$ and free of all taxes.

All proposals will be treated with strict confidentiality. UNICEF is an equal opportunity employer.

Annex 1: Country Programme Action Plan Summary Results Framework

<table>
<thead>
<tr>
<th>Programme Components and Outcomes (2016-2018)</th>
<th>Key Performance indicators</th>
<th>Indicator(s)</th>
<th>Baseline value</th>
<th>2018 Target value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programme Component 1: Integrated early childhood survival, care and development</td>
<td>SMART indicators will enable direct measurement of outcome</td>
<td>1.1 Skilled attendance at birth</td>
<td>National: 89% (CDHS 2014)</td>
<td>National: 91%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mondul Kiri/ Ratana Kiri: 53.6%</td>
<td>Mondul Kiri/ Ratana Kiri: 70%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Kratie: 51.9%</td>
<td>Kratie: 70%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.2 Percentage of children under-5 with birth certificates</td>
<td>National: – 63.9% (CDHS 2014)</td>
<td>National: 70%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mondul Kiri/ Ratana Kiri: 32.8%</td>
<td>Mondul Kiri/ Ratana Kiri: 50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Kratie: 40.5%</td>
<td>Kratie: 50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rural: 62%</td>
<td>Rural: 67%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lowest Quintile: 52.5%</td>
<td>Lowest Quintile: 60%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.3 ECE enrolment of 5 year-olds</td>
<td>61.4%</td>
<td>TBD (update based on Education Strategic Plan (ESP) Mid Term Review Report)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.4.1 Percentage of children aged 0-59 months wasted treated for severe acute malnutrition</td>
<td>Mondul Kiri/Ratana Kiri: 2.0%</td>
<td>Mondul Kiri/Ratana Kiri: 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Katie: 1.7%</td>
<td>Katie: 10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.4.2 Exclusive breastfeeding rate among children 0-5 months old</td>
<td>Urban: 38%</td>
<td>Urban: 50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rural: 69%</td>
<td>Rural: 70%</td>
</tr>
<tr>
<td>1.5 Percentage of rural households in target provinces with access to improved sanitation facility</td>
<td>Kratie (2 target districts): 31.4% (CDB 2014)</td>
<td>Kratie (2 target districts): 34.4%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ratanak Kiri (3 target districts): 24.2 (CDB 2014)</td>
<td>Ratanak Kiri (3 target districts): 27.2%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6 Percentage of households where place for washing hands was observed</td>
<td>Kratie: 87.9% (CDHS 2014)</td>
<td>Kratie: 88.73%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mondul Kir &amp; Ratanak Kiri: 41.9% (CDHS 2014)</td>
<td>Mondul Kir &amp; Ratanak Kiri: 42.80%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7 Percentage of primary schools with latrines/water</td>
<td>Kratie – water: 52.5% (EMIS 2014-2015)</td>
<td>Kratie – water: 54.3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kratie – latrines: 72.0% (EMIS 2014-2015)</td>
<td>Kratie – latrines: 73.8%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ratanak Kiri – latrines: 52.2% (EMIS 2014-2015)</td>
<td>Ratanak Kiri – latrines: 54.0%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.1. By 2018, strengthened capacities of administrators in six target provinces in analyzing, planning, coordinating, implementing and monitoring actions that promote IEC.

1.1.1 Number of targeted provinces reporting annually on sub-national ECCD coordination and implementation to the National ECCD Committee

| 0 | 6 |

1.1.2 National ECCD Committee reports annually on the National ECCD action Plan implementation progress

| No | Yes |

1.1.3 Proportion of 3-5 years children attending commune funded preschool services in targeted communes (65)

| 5% | 30% |

1.1.4 Percentage of children under 5 years registered in targeted (65) communes

| TBD | 80% |

1.2. By 2018, strengthened capacities of communities, caregivers and families to practice timely and appropriate birth registration, complementary feeding, hygiene, positive parenting and health seeking behavior for children under the age of 5.

1.2.1 Number of targeted (65) communes with communication and parenting education initiatives that promote resilience, care, survival, protection and development of infants and children

| 7 | 55 |

1.2.2 Number of villages in target districts that are

<p>| 0 | 155 |</p>
<table>
<thead>
<tr>
<th>1.2.3 Number of villages in target districts reached through household water treatment and safe storage education session</th>
<th>0</th>
<th>155</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2.4 Percentage of targeted (26) health facilities with infant and young child feeding counselling services.</td>
<td>23%</td>
<td>62%</td>
</tr>
<tr>
<td>1.3.1 Percentage of health facilities providing nutrition-specific services (SAM).</td>
<td>23% (6 out of 26)</td>
<td>62% (16 out of 26)</td>
</tr>
<tr>
<td>1.3.2 Number of new policies in Nutrition adopted and implemented for SAM, MNP, fortification, budgeting.</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>1.4.1 Percentage of health centres in selected IEC districts conducting at least 80% of planned outreach</td>
<td>40%</td>
<td>90%</td>
</tr>
<tr>
<td>1.4.2 Percentage of health centres in selected IEC districts with &lt;5% out of stock of essential medicines/commodities</td>
<td>45%</td>
<td>90%</td>
</tr>
<tr>
<td>1.4.3 Percentage of health facilities in selected IEC districts with at least 2 midwives trained in ANC, delivery, PNC, and EENC</td>
<td>0%</td>
<td>90%</td>
</tr>
<tr>
<td>1.4.4 Percentage of Operational Districts with at least two cold chain/EPI officers trained on newly developed standard operation procedure.</td>
<td>0%</td>
<td>90%</td>
</tr>
<tr>
<td>1.4.5 Percentage of health facilities in selected IEC districts with stock out of finger prick HIV test kit</td>
<td>40%</td>
<td>&lt;5%</td>
</tr>
<tr>
<td>1.5.1 Number of established provincial RWSSH WG established meeting at least once per year</td>
<td>None</td>
<td>6 provincial RWSSH WG meeting at least once per year</td>
</tr>
<tr>
<td>1.5.2 Percentage of pre-schools in target areas</td>
<td>0</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>implementing minimum WASH package(^{25})</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>1.5.3 Percentage of households in target rural areas that have access to improved water supply</td>
<td>72.5% (CDB 2014)</td>
<td>74.5%</td>
</tr>
<tr>
<td>1.5.4 Percentage of health care facilities in the target areas implementing minimum WASH standards including waste management(^{26})</td>
<td>0</td>
<td>90%</td>
</tr>
</tbody>
</table>

| 1.6. By 2018, strengthened commitment and capacity of government to provide more children under 5 with increased access to inclusive quality early childhood education, particularly amongst children with disabilities, indigenous minority children, and those living in the six target provinces. |   |   |
| 1.6.1 Approved plan for decentralized preschool teacher training for state preschools and community preschools in place | Plan not in place | Endorsed plan is in place |
| 1.6.2 Percentage of preschools in districts implementing the Inclusive ECE Approach in six targeted districts for I-ECD and all target districts for Inclusive ECE (disaggregated by State Preschools and Community Preschools) | State Preschool: 2\% Community Preschool: 13\% Total: 6\% \(^{27}\) | State Preschool: 33\% Community Preschool: 32\% Total: 32\% \(^{28}\) |
| 1.6.3 Percentage increase in the number of children enrolled in multilingual preschools in the five target districts and more broadly in the five North-eastern Provinces | 11.4\% increase in enrolments in MLE preschools (455 enrolments in 2013/14, 507 enrolments in 2014/15) | 20\% increase (608 enrolments in 2016-17). |

\(^{25}\) 44 pre-schools targeted.
\(^{26}\) 14 health care facilities targeted
\(^{27}\) SPS: 1/46; CPS: 4/31; Total: 5/77
\(^{28}\) SPS: 15/46; CPS: 10/31; Total: 25/77
ANNEX C
Instruction to Proposers

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7 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;
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 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. IF PRICE PROPOSAL CONTAINED IN THE TECHNICAL PROPOSAL, WILL BE INVALID.**

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

1.7 Sealed Proposals:

1.7.1 The Proposal must be sent to UNICEF Cambodia for the attention of Supply & Procurement Section and address 5th floor, Exchange Square, Building 19&20, Street 106, Sangkat Wat Phnom, Phnom Penh, Cambodia. Proposals not sent in this manner will be disqualified.

1.7.2 They must be clearly marked as follows:

* Outer sealed envelope: Name of company [RFP(S) NO.] [Company address]
* Inner sealed envelope - Technical Proposal (1 original in paper work and 1 copy in CD/USB as PDF format): Name of company, RFP(S) number - technical proposal
  **No price information should be provided in the Technical Proposal**
* Inner sealed envelope - Price Proposal (1 original in paper work): Name of company, RFP(S) number - price proposal
Proposals received in any other manner will be invalidated.

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

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

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. AWARD NOTIFICATION

3.1 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.