REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2018-9144681

15 November 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Evaluation of the Provision of Psychosocial Support and Protective Services through Child and Youth Friendly Spaces and Community Protection Centers in Eastern Ukraine
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Mariana Andrashek
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : mandrashek@unicef.org

Approved By:

Valeria Markova

Date: 15/11/2018

Date: 15-11-2018
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2018-9144681 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: ________________________________

Date: ________________________________

Name & Title: ________________________________

Company: ________________________________

Postal Address: ________________________________

Tel No: ________________________________

Fax No: ________________________________

E-mail Address: ________________________________

Currency of Proposal: ________________________________

Validity of Proposal: ________________________________
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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 services:

Evaluation of the Provision of Psychosocial Support and Protective Services through Child and Youth Friendly Spaces and Community Protection Centers in Eastern Ukraine as detailed in Annex B.

2.2 This RFPS document is comprised of the following:

- This document
- Annex A - The UNICEF General Terms and Conditions of Contract (Services)
- Annex B - Terms of Reference
- Annex C # Vendor Registration Form

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 restitutary 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 e-mail: uktender@unicef.org that they have received this RFPS.

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by e-mail: uktender@unicef.org The deadline for receipt of any questions is November 30, 2018.

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. A bid conference will be held on Friday, November 23, 2018, at 11:00, at UNICEF office: Instytutska 28, Entrance B, Kyiv. The Bidder must inform UNICEF on their participation and submit questions by November 22, 18:00, 2018 via e-mail ukrtender@unicef.org. Bidders will also be able to participate via Skype.

1.5 Submission Deadline. The deadline for submission of proposals is as follows:

Wednesday, December 5, 2018, at 15:00 Kyiv time.

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

1.6 SUMBISSION MODE:

PROPOSALS SHALL BE SENT VIA E-MAIL to: ukrtender@unicef.org


E-MAIL MUST CONTAIN TWO SEPARATE FILES ATTACHED - TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL EACH PROTECTED BY PASSWORD. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

THE PASSWORD SHALL NOT BE INCLUDED IN THE E-MAIL WITH SUBMITTED PROPOSALS AND SHALL BE PROVIDED TO UNICEF ONLY AFTER SUBMISSION DEADLINE UPON RECEIPT OF UNICEF REQUEST TO PROVIDE THE PASSWORD.

Proposals submitted otherwise (with either Technical or Financial proposals not being protected by PASSWORDS OR with incorrect SUBJECT) shall be INVALIDATED.

Maximum volume of one e-mail shall not exceed 25 MB. In case of need the Bidders may submit a couple of e-mails, clearly identified in the SUBJECT line as: RFPS-UKRA-2018-013/LRPS-2018-9144681_Part 1/Part 2 etc.

1.7 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 into English. In case any such documents or other legal documents are in Ukrainian or Russian,
such will be acceptable without additional translation into English. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.

3. Validity of proposals; Modification and Clarifications; Withdrawal

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than ninety (90) 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 sub-contractors under the UNICEF Policy Prohibiting and Combating Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children; Attend any bid conference if it is mandatory under this RFPS;

- 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 The e-mail submission must be clearly marked with the RFPS number in SUBJECT field: RFPS-UKRA-2018-013/LRPS-2018-9144681

5.6.1 The e-mail must contain following attachments - TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL EACH PROTECTED BY PASSWORD.

The attachments must be clearly marked as follows:


Proposals submitted otherwise (with either Technical or Financial proposals not being protected by PASSWORDS OR with incorrect SUBJECT) shall be INVALIDATED.

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/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service 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/Statement of Work 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.

5.11 The Proposer's Proposal shall include the documents listed below.

FOR THE TECHNICAL PROPOSAL:

In order to prove the conformity to Requirements as set out in Annex B, Terms of Reference, the Bidders must provide the following documents in their Technical Proposal:

1. Filled out Request for Proposal for Services Form (see page 3 of
English version of RFPS). Validity of offer must be not less than 90 days. Currency must be USD net of VAT.

2. Registration Certificate in the country of residence.

3. Bidders must provide true copies of their legal documents and valid public liability and professional indemnity insurances.

4. In case of the joint venture or availability of sub-contractors, registration documents and portfolio on experience must be submitted for all companies.

5. In case of joint venture, copy of joint venture agreement or agreement of intent must be submitted. In case of sub-contracting, copy of agreement with sub-contractor or agreement of intent must be submitted.

6. Articles of Association (or the extract from the Articles of Association containing information on the Company and types of activity).

7. Banking details on the bank official letterhead in English with SWIFT code specified.

8. Filled out Vendor Registration Form (see Annex C) # only field marked yellow are obligatory for maintaining.

9. Financial Statement for the last 2 years of Company’s activity.

10. Company/organization experiences:

10.1. Consultancy on humanitarian response in last 10 years.

10.2. Evaluation and/or assessing in last 5 years.

10.3. Consulting experience on conflict in Eastern Ukraine and/or on conflicts in post-soviet countries in the last 4 years (if available).

11. Links to similar reports in Evaluation undertaken by the company/organization. Evaluation reports conducted for UN Agencies are an asset.

12. Suggested sample report that would be most similar the that indicated in the TOR. Evaluation reports conducted for UN Agencies are an asset.

13. Comprehensive mobilization/work plan indicating proposed approach/methodology/ tools and travel to accomplish the TOR.

14. Information on team composition and qualifications. Minimum required team compositions is below, the Bidders may propose additional staff in their proposals:

14.1. Team Leader. Experience in evaluation, assessment, survey and/or related field, with a Masters in relevant field. CV to be provided as part of technical proposal. Minimum experience # 5 years.

14.2. Evaluation Specialist. CV to be provided as part of technical proposal. Minimum experience # 3 years.

14.3. Data Analyst. CV to be provided as part of technical proposal. Minimum experience # 3 years.

14.4. CP/PSS (Child Protection, Psychosocial support) Specialist. CV to be provided as part of technical proposal. Minimum experience # 3 years.

15. Any additional document in-line with Terms of reference (TORs) to support the technical proposal.

PLEASE MAKE SURE TO STUDY THE TECHNICAL EVALUATION CRITERIA LAID OUT IN ANNEX B TO UNDERSTAND FULLY THE QUALIFICATION CRITERIA AND THEIR EVALUATION PROCESS BY UNICEF.

FOR THE PRICE PROPOSAL:
The price proposal, which needs to be submitted in a separate attachment secured by Password, should include A LUMP SUM CALCULATION in USD net of VAT (with detailed budget lines) for the services rendered pursuant to Terms of Reference. All relevant expenses including experts' fees, travel, accommodation and any other miscellaneous expenses must be included into the LUMP SUM budget and duly reflected in the provided detailed budget breakdown.

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 at the time of this RFPS 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:

1. 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.

REASONS FOR DISQUALIFICATION:

A) Not submitted RFPS form (page 3 of this RFPS).
B) Validity of Bid is less than 90 days (indicated in the RFPS form).
C) Currency of the Bid is other than USD (indicated in the RFPS form).

2. 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.

3. 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.

Proposal Evaluation Approach.

Weighted scoring evaluation approach

The evaluation criteria will be a split between technical and commercial (price proposal) scores (70/30 split).

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation # see Annex B: Terms of Reference incl. Technical Evaluation Criteria

Total Maximum 100 Points

Only Proposals which receive a minimum of 70 points will be considered further.
b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 100. 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 100 Points) * Price of lowest priced proposal / Price of proposal X

Technical Proposal Score: 100 points (70 point out of 100 - acceptable threshold)
Price Proposal Score: 100 points,
Overall Proposal Score: 200 points

The weight of each offer shall have the ratio of:
70% weight of Technical Proposal. Meaning that the overall technical evaluated score will be calculated: X points obtained by Technical Proposal * 0.7 = Overall evaluated score for Technical Proposal

30% weight of Price Proposal. Meaning that the overall financial evaluated score will be calculated: X points obtained by Price Proposal * 0.3 = Overall evaluated score for Price Proposal.

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) be awarded the contract(s).

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 USD. UNICEF will reject any proposals submitted in another currency.

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

1.4 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.

1.4.1. Any Contract resulting from this tender shall be raised in:

1.4.2. For companies registered in Ukraine: Any Contract resulting from this tender shall be raised in in UAH net of VAT. UNICEF will process the payments upon that Contract in UAH INCLUDING ADDITIONAL 20% VAT, subject to provision of original of signed and stamped Tax Invoice to UNICEF together with Invoice.

1.4.3. For companies registered outside of Ukraine: Any Contract resulting from this tender shall be raised in USD net of VAT. UNICEF will process the payments upon that Contract in USD without VAT.

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. 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).

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.
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

a) with incorrect (as applicable) postal address, email address or fax number;

b) received after the stipulated closing time and date;

c) failure to quote in the currency(ies) stated in the RFP(S);

d) in a different form than prescribed in the RFP(S).

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
  Name of company
  [RFP(S) NO.]
  [NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

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

4. AWARD NOTIFICATION

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

"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 disclosure to the Contractor by the Parties or is otherwise considered confidential in the ordinary course of business, and includes information which is held by the Contractor in confidence.

"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 the Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, worm, trojan horse or other malicious entity, instruction or design, or other malicious, illicit or similar unauthorised code that may result in the incorporation of any such code into any software or hardware.

"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.

"High 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.

"Key Personnel" are the key personnel identified in the proposal as key individuals (as minimum, manager, chief executive, executive director or equivalent) to be appointed to the position of the Contractor, the position of the UNICEF representative, or any other position as agreed with the Contractor.

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

"Personnel" means the Contractor and UNICEF together and the Personnel are the Contractor.

"Security Incident" means any event or activity which may result in the loss, unauthorized access, or the unauthorized use of any information, data, software, or any portion thereof which is controlled by the Contractor, and is intended to prevent unauthorized access, use, or disclosure of such information, data, software, or any portion thereof.

"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 at http://www.unicef.org/supply/index_purchase_services.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, and UNICEF's Policy on Conflict of Interest, and UNICEF's Information Disclosure Policy, as 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

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 in UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible for, or at its own cost for, providing all the necessary personnel, equipment, materials 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 required by the Contractor for the performance of the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (i) use such access exclusively for the specific purpose or purposes for which the access has been granted and (ii) 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 of any type to the scope of work of the Services or timetables for provision of the Services or delivery of the Deliverables. UNICEF requests any material change to the scope of work or time of 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.

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

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor to 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.

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 (a) immediately consult with UNICEF to determine the most expedient means for delivery of the Services and/or Deliverables, and (c) take such necessary actions to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to forces 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.
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the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF hereto. Neither the evaluation of the Services and Deliverables nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranties 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) request 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 (Disciplinary 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 as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor’s Personnel will, to all intents, 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 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 verification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF’s implementation of this policy.

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employee’s personal 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”), including all amounts 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 changes 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 such modifications or interpretations of the scope of work have already been identified by the Contractor. UNICEF will not be liable to pay 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
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reprogramming direct taxes (except charges for utilities services) and customs, excise duties and charges of a similar nature in respect of articles imported or expected 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 the exemption from taxes,, registration, duties or charges, the Contractor will immediately classify the goods as mercantile goods and proceed accordingly. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from tax, 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 contract or in 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 3.3 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 invoices to which they apply and UNICEF will pay any agreed remuneration items in the work orders in accordance with Article 3.3 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the interpolated 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 discounts 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 or 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 contain 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 the bank account. It is the Contractor's responsibility to ensure that the basic details supplied to it 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 to 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 to the Contractor by UNICEF under the Contract or by any other contractor 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 authorized 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 audits or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the situations or instances 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 to the Contractor's performance under the Contract; (b) all of the information it has previously provided to UNICEF is true, complete 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 and all 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) it will comply with all applicable laws, regulations, rules, and standards governing the performance of its obligations under the Contract to the extent that they apply to the Contractor or to the Services provided by the Contractor.

4.2 The Contractor represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and Sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accepted in the professional community providing the same or substantially similar services in the same industry; (c) in a timely and expeditious manner; (d) in accordance with all laws, ordinances, rules, and regulations governing the performance of its obligations under the Contract to the extent that they apply to the Contractor or to the Services provided by the Contractor.

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 of any kind that makes a direct financial contribution to UNICEF to procure the Services and Deliverables, and (b) each Government that is not an entity of any kind that makes a direct financial contribution to UNICEF to procure the Services and Deliverables.

4.4 The Contractor will indemnify, defend and hold harmless and defend, at its own expense, UNICEF, its officials, employers, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government that is not an entity of any kind that makes a direct financial contribution to UNICEF to procure 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 liabilities 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 mark or trade mark arising in connection with the Deliverables or otherwise 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 or losses to the government within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defense of the privileges and immunities of UNICEF or any matters relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which are between the Contractor and UNICEF only UNICEF itself or relevant Governmental entities will assert and maintain. UNICEF will have the rights, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

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 claims arising out of or related to the Contractor's performance under the Contract), including the following:

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

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

(d) Except with regard to the insurance referred to in paragraph (a)(ii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will be issued to 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 under the Contract or otherwise.

Liability

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

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

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph 5.1 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 if they 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 recovered 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 owned by UNICEF's Confidential Information and will be delivered only in authorized UNICEF's 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 personal, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

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

Confidentiality

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

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

(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 the 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 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 that 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, to or in 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, technology, practices and other protective measures that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 and as 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; 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 full cooperation with any such assessment as an additional cost or expense to 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) remove and/or reconstruct any and all UNICEF Data left 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 Code; 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 without immediate notice.

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 ensure responsibility 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 5.10(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 of the breach is not capable of remedy, then the 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 arbitration 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 changes or any other liability of any kind:

(a) if 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) the Contractor is adjudged bankrupt, is liquidated, or becomes insolvent, or applies for a moratorium or stays 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 reorganization or any form of insolvency.

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 material applicability to the performance of the Contract or UNICEF’s funding applicable to the Contract is cancelled 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 or of 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 minimize losses or prevent and protect 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 all data, materials or work-in-process related specifically to the Contract. In UNICEF obtains the assurance 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 claims 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 in 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 the 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 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 labor availability; or (d) any event resulting from hard conditions or logistical challenges for the Contractor (including civil unrest associated with unrest at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF’s humanitarian, emergency, or other similar 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 organization 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
ANNEX A
GENERAL TERMS AND CONDITIONS

UNICEF officials have been compiled with and will be compiled with:

1. During the term (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.

2. During the term (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.

3. (a) The Contractor further represents that, in respect of all aspects of the Contract (excluding the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contractors by the Contractor), it has not: (i) engaged in any practice that is contrary to UNICEF's Policy Prohibiting and Combating Fraud and Corruption, or (ii) engaged in any activities that are engaged in any practice that is contrary to UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

4. The Contractor further represents and warrants that, in respect of all aspects of the Contract (excluding the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contractors by the Contractor), it has not: (i) engaged in any practice that is contrary to UNICEF's Policy Prohibiting and Combating Fraud and Corruption, or (ii) engaged in any activities that are engaged in any practice that is contrary to UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

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

6. The Contractor further represents and warrants that it has taken all appropriate measures to prevent sexual exploitation and abuse of persons engaged or to be engaged by the Contractor to perform 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 all appropriate measures to prohibit its Personnel, whenever it employs any person or personnel engaged by the Contractor, from engaging in any sexual activities that are exploitative of or degrading to any person. This provision contains an essential part 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 to any kind.

7. The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the understandings and representations provided in this Annex.

8. The Contractor acknowledges and agrees that any conduct of its Personnel, contractors, subcontractors, suppliers, consultants, agents or any other person engaged or to be engaged by the Contractor, which is inconsistent with the standards of conduct required under the UN Supplier Code of Conduct, shall be deemed a material breach of the Contract and shall entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability to any kind.

9. The Party conducting the arbitration shall be determined by the Parties to the Contract by agreement in writing, subject to the rules of the arbitral tribunal. In the absence of such agreement, the Parties shall appoint three arbitrators, one of whom shall be appointed by the claimant and the other two by the counterparty. The arbitral tribunal shall consist of a single arbitrator. The arbitral tribunal shall have the power to grant any order for interim relief. The arbitral award shall be final and binding on the Parties and may be enforced in accordance with the law of the country in which such enforcement is sought.

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, 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 the case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.
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GENERAL TERMS AND CONDITIONS

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 Dissemination Policy and confirms that it commits 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 wrongdoing 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 dispositions 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 grace of time to the Contractor to cure a default under the Contract, any delay or failure by UNICEF to exercise any 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 to fix any item, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other persons to do so. It will immediately remove or obtain the removal of any item, 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 communications 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 authorized official of UNICEF.

11.10 The provisions of Articles 2, 14, 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.
UNICEF Ukraine

Terms of Reference

Evaluation of the Provision of Psychosocial Support and Protective Services through Child and Youth Friendly Spaces and Community Protection Centers in Eastern Ukraine

Country: Ukraine

Object of evaluation: In-depth (case) study of the UNICEF Humanitarian Response since 2014 in Eastern Ukraine with focus on Humanitarian-Development Nexus

Case of UNICEF Humanitarian Response: Child Protection, Psychosocial Support and Protective Services

Geographic coverage: five conflict affected oblasts of Eastern Ukraine: Donetsk and Luhansk oblasts (Government Controlled Areas) and Kharkiv, Dnipropetrovsk and Zaporizhzhya oblasts

Type of evaluation: Summative Evaluation

Time period: 2014-2018

Date of preparation of TOR: 12 November 2018
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# ABBREVIATIONS

<table>
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<tr>
<th>Abbreviation</th>
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<tbody>
<tr>
<td>CCCs</td>
<td>Core Commitment for Children</td>
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<tr>
<td>CFS</td>
<td>Child Friendly Space</td>
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<td>CO</td>
<td>Country Office</td>
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<td>CP</td>
<td>Child Protection</td>
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<td>CPC</td>
<td>Community Protection Centre</td>
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<td>CPWG</td>
<td>Child Protection Working Group</td>
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<td>CRC</td>
<td>Convention of the Right of Child</td>
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<td>CSOs</td>
<td>Civil Society Organizations</td>
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<tr>
<td>ERB</td>
<td>Ethic Review Board</td>
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<tr>
<td>ERG</td>
<td>Evaluation Reference Group</td>
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<tr>
<td>HDN</td>
<td>Humanitarian-Development Nexus</td>
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<tr>
<td>HNO</td>
<td>Humanitarian Needs Overview</td>
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<tr>
<td>HRBA</td>
<td>Human Rights Based Approach</td>
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<tr>
<td>HRP</td>
<td>Humanitarian Response Plan</td>
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<tr>
<td>FGD</td>
<td>Focus Group Discussions</td>
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<tr>
<td>GCA</td>
<td>Government Controlled Areas</td>
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<tr>
<td>IASC</td>
<td>Interagency Steering Committee</td>
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<td>IDP</td>
<td>Internally Displaced Persons</td>
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<tr>
<td>INGO</td>
<td>International Non Government Organization</td>
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<tr>
<td>IP</td>
<td>Implementing Partner</td>
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<td>IR</td>
<td>Inception Report</td>
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<td>GBV</td>
<td>Gender Based Violence</td>
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<td>HRBA</td>
<td>Human Rights Based Approach</td>
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<td>LDH</td>
<td>Linking Development Humanitarian</td>
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<td>MHPSS</td>
<td>Mental Health and PSS</td>
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<tr>
<td>NGO</td>
<td>Non Government Organization</td>
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<tr>
<td>NGCA</td>
<td>Non Government Controlled Area</td>
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<tr>
<td>OECD-DAC</td>
<td>Development Assistance Committee of the Economic Cooperation and Development</td>
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<tr>
<td>PSS</td>
<td>Psychosocial Support</td>
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<tr>
<td>QA</td>
<td>Quality Assurance</td>
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<tr>
<td>RBM</td>
<td>Result based management</td>
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<tr>
<td>RO</td>
<td>Regional Office</td>
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<tr>
<td>RPA</td>
<td>Recovery and Peacebuilding Assessment</td>
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<tr>
<td>RSE</td>
<td>Research, Study ad Evaluation</td>
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<tr>
<td>ToC</td>
<td>Theory of Changes</td>
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<tr>
<td>UNEG</td>
<td>United Nations Evaluation Group</td>
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<td>UNICEF</td>
<td>United Nations Children Fund</td>
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1. CONTEXT

Since 2014 the armed conflict in the Eastern Ukraine has affected 4.4 million people. After four years of conflict, 3.4 million people in Ukraine are struggling to cope with the impact of the humanitarian crisis and urgently require humanitarian assistance and protection (HNO-2018). Active military action resulted in internal displacement. As of 13 September 2018 there were 1,518 thousands internally displaced persons (IDPs), among them 238 thousands children. More than one half of the IDPs settled in Donetsk and Luhansk regions nearby the line of contact. A large number of IDPs were received in Kharkiv, Dnipropetrovsk and Zaporizhzhya regions (oblasts). Every day, the armed conflict in the Eastern Ukraine forces millions of civilians to make impossible choices whether they eat, have medicine, or their children go to school. Critical civilian infrastructure is severely impacted, as ceasefire agreements are consistently disregarded. There were on average 40,000 violations per month in 2017. Today, water supplies to over 345,000 civilians hang in the balance. In 2017 over 130 incidents affected critical water infrastructure. Over 600,000 people, including 100,000 children, bear the brunt of the continued armed clashes along the 457-km ‘contact line’. Every month, over 1 million people are forced to cross the “no-man’s land” through checkpoints, many to simply access basic humanitarian and social services. More than 2,500 civilian men, women and children have been killed, and over 9,000 injured, since hostilities began four years ago. Explosive hazard contamination in Eastern Ukraine is impacting 1.9 million people, including around 200,000 children.²

The impact of conflict on communities in economic, social and psychosocial terms has been significant. According to the Directive of the Cabinet of Ministers of Ukraine No. 797 dated August 5, 2015 “On Endorsement of the Recovery and Peacebuilding Assessment (RPA) Report by the joint mission of the European Union, United Nations, and the World Bank”, the estimated total amount of financial resources required for recovery of Donbass region was USD 1,520 million. The Targeted State Program for Recovery and Peacebuilding in the Eastern Regions of Ukraine till 2020 consolidates efforts by the following directions: (i) infrastructure and social needs, (ii) economic recovery, (iii) social stability, peacebuilding, and public safety.

Simultaneously the Government has striven to advance in various reform initiatives of the social sector that started in 2014, such as the decentralization, institutional reforms of social protection services, health and education sector, to safeguard the child rights. Recently adopted reforms creates additional challenges for the Eastern Ukraine (Donbass region). It is further envisaged that the implementation of the reform in the region will take time, therefore a step wise process is foreseen. The most crucial action is to gather all relevant resources, public and private, national and international, thus, technical support to health, education and decentralization reforms and its promotion at the local level is essential.

At the onset of the conflict, the Government of Ukraine has mobilised response to humanitarian situation in Eastern Ukraine through its own programmes and through the

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technical assistance of international community. Based on the principle of the Core Commitment for Children (CCCs) and the Convention of the Right of Child (CRC), UNICEF has been one of the first UN agencies in Ukraine to step up and respond to the humanitarian needs of children, women and their families in the conflict affected regions in the areas of Water sanitation and hygiene, education, health and nutrition, including HIV/AIDS and Child protection.

Since the beginning of the conflict, irrespective of where families are living in Eastern Ukraine, their lives, especially those of children, are being shaped by violence, displacement, and a persistent lack of opportunities. The conflict has impacted and is continuing impacting children physically, psychologically, and socially.

Children are showing symptoms of distress, including withdrawal, anxiousness, fear, denial, anger, sadness, restlessness. They often experience sleeplessness, sadness, grief, shock, nightmares, and hyperactivity. The prolonged displacement is also severely impacting their psychosocial well-being, education, development and health. Over the years, the number of children requiring support is increasing whilst parents and other caregivers who are also affected by the conflict are finding it difficult to support their children and seek the support they themselves need.

While children throughout the conflict affected oblasts of Ukraine have been exposed to difficult situations, the level of psychosocial distress in the areas along the contact line are particularly alarming. According to the estimates, the disturbing majority of children have seen tanks and military machines (86.1%), people who were beating or shooting others (37%), shooting and people who intimidated others with weapons (43%), beaten strangers (33.2%), or saw beaten acquaintances (12.1%). The respondents often mentioned feeling sad (34.5%) or scared (36.5%), having difficulties concentrating (23.8%), problems with going to sleep (19.3%) or nightmares (26%). These reactions resemble the symptoms of post-traumatic stress. A significant number of the children surveyed experience the critical level of stress (26%). High levels of stress were more common among females than among males (28.3% to 22.8%, respectively). A significant number of children (both genders) scored significantly above average on peer problems (32.9%), hyperactivity (28%) and prosocial (25.3%) scales. Male children are 2.5 times more likely than female children to experience difficulties in prosocial behaviour (24% of males compared to 9.3% of females) and almost twice as likely to be hyperactive as were female children (26.2% of males compared to 16.1% of females).³

UNICEF Ukraine has been working through its implementing partners to put in place age appropriate psychosocial support (PSS) response targeting children and their families in host communities in order to strengthen their resilience. UNICEF Strategic Plan 2014–2017 recognised linking development-humanitarian (LDH) as a key component of resilience. According to the plan, there is a need for “[..] more explicit integration of humanitarian and development programming to promote resilience […]” and “to improve the links between humanitarian response and development programmes and to promote human security”. The strengthening of the coherence and complementarity between humanitarian and

development programming of PSS to conflict affected children in Ukraine will benefit to better prepare for, respond to and recover from shocks and stresses.

2. OBJECT OF EVALUATION

The object of the evaluation is the UNICEF psychosocial support to conflict affected children and youth in the Eastern Ukraine with focus on humanitarian-development nexus.

The key directions of UNICEF PSS related interventions for children and their families living in the Eastern Ukraine are:

- Providing PSS to children and their family members;
- Strengthening key child protection capacities (PSS, identification and referral of child protection (CP) and gender based violence (GBV) in emergency-affected areas);
- Establishing and enhancing well-functioning and effective coordination and referral mechanisms among national and international protection partners in emergency affected areas;
- Building on and encouraging children’s and community’s innate resilience to crisis;
- Fostering community connections and interactions.

The key stakeholders are: UNICEF, UNICEF Implementing Partners (IPs), UN agencies, INGOs, NGOs, local authorities, donor community (through international technical assistance programmes/projects provided services through a network of child and adolescent youth friendly spaces).

Time period: 2014-2018

Geo scope: five conflict affected oblasts of Eastern Ukraine: Donetsk and Luhansk oblasts (Government Controlled Areas) and Kharkiv, Dnipropetrovsk and Zaporizhzhya oblasts.

The logic model of Theory of change (ToC) should be recreated in case there is no relevant ToC created in the PSS related programme documents.

In general, the purpose of the PSS response is to address distress faced by conflict affected girls and boys and their caregivers. The overall PSS response is based on the Interagency Steering Committee (IASC) Guidelines on Mental Health and PSS (MHPSS), UNICEF’s Core Commitments for Children in Humanitarian Action and CPWG Minimum Standards of Child Protection in Humanitarian Action. The IASC Guidelines recognize that almost all conflict affected and displaced children will need some sort of PSS. The overall PSS interventions cover preparedness, response and early recovery phases of the emergency. While the majority of the children in such situations require non-specialised PSS, experience shows that a small number of children (5 to 10 per cent) require more focused, specialized support and approximately 3% of the children may suffer from severe mental disorders and require clinical intervention. The IASC Guidelines recommends that these different support needs be provided in the context of the different, complementary layers of support. This approach considers children as active agents who engage with challenges related to their psychosocial well-being and make an effort to cope and adapt to manage those challenges. The response based on IASC Guidelines reinforces social and environmental factors that help children
regain healthy psychosocial development and resilience in the face of challenging circumstances. UNICEF is ensuring PSS response targeting children and their families through a variety of partners who provide a layered response based on the IASC Guidelines. The response includes building capacities of the communities and frontline workers, provision of age appropriate services, integrating PSS in child protection intervention, and ensuring/supporting effective coordination in the sector.

In Ukraine UNICEF PSS support to conflict affected children (boys and girls who remained in the conflict affected areas, displaced, living in the host communities) addressed daily stressors as well as protection risks from abuse, violence, exploitation and neglect, through community supported child and youth friendly spaces and community based child protection mechanisms and structures. UNICEF PSS support to conflict affected children addressed the priority problems of children through services provided by partners at the different levels of the IASC MHPSS intervention pyramid.

Since 2014, UNICEF and partners in Ukraine have been implementing structured activities that are carried out in a safe, child-friendly, inclusive and stimulating environment. Most of the current child protection interventions in conflict affected areas of Ukraine are integrating a PSS response.

3. RATIONALE

The main purpose of the evaluation is to generate substantive evidence based knowledge by identifying good practices and lessons learned from intended and unintended impact of PSS response. This evaluation is intended to unveil the nature of the change that has taken place in the lives of children, and to determine its significance on the psychosocial well-being of those children. The results of this evaluation will be highly useful to enable any
adjustment/redirection that may be necessary for future UNICEF interventions in the context of humanitarian-development nexus, relevant state programmes on national and local levels and PSS activity of UNICEF implementing partners.

The knowledge generated by the evaluation will be used by:

- UNICEF in Ukraine to further expand and improve its programmatic activities in this field;
- Line Ministries for planning and implementation purposes of the relevant state programmes;
- Local authorities, NGOs and other stakeholders for improving their PSS related activity.

Evaluation findings and recommendations will contribute to strengthening capacity for PSS as well as to improving intersectoral coordination for realization and protection of children’s rights at national and community level. The evaluation will promote further cross-sectoral aspects of the PSS through joint working sessions and meetings that are planned to take place during the evaluation mission.

At the first year of the five-year Ukraine’s Country Programme (2018-2022), the evaluation results will inform the UNICEF how to improve its humanitarian and development programming in Ukraine, seamlessly covering from the humanitarian onset, so that UNICEF can effectively assist Government’s efforts for ongoing social reforms. Hence, the evaluation results will contribute to the UNICEF’s programming aimed at strengthening the Government’s systemic and institutional capacity for providing basic social services, to improve individual and community resilience, and to reduce the vulnerability among conflict-affected population.

4. OBJECTIVE

The overall objective of this equity-focused evaluation is to determine the relevance, efficiency, effectiveness, impact, sustainability of the PSS interventions on well-being of children in Eastern Ukraine with focus on reducing the inequity among the most vulnerable families and children (including IDPs) and HDN aspects.

The specific objectives of the exercise are:

A. To assess the impact of equity-focused PSS in Eastern Ukraine.
B. To assess relevance of PSS response from the point of view of children/families/communities etc.
C. To assess the efficiency of the implementation process of the UNICEF’s PSS response in Ukraine, and to assess the cost of the response;
D. To assess the effectiveness of the implementation process of the UNICEF’s PSS response and to see if the programme achieved planned outcomes and outputs with regard to children’s psychosocial well-being; to assess intended and unintended changes on the psychosocial well-being of children, to determine how well the response addressed the priority problems of children, and also to assess the quality
of the various services provided by all partners at the different levels of the IASC MHPSS pyramid.

E. To assess the **sustainability** of the results of the response in the absence of ongoing UNICEF support, by identifying the degree to which the PSS response has built on existing local capacities and coping mechanism, and a potential exit strategy that builds on local resources and capacities. What has been the impact of the programme on local networks and community based groups? How many volunteers/community members have been mobilized and trained?

F. To assess the extent of **coverage** of PSS interventions in relations to the presence of IDP children in different areas of Ukraine.

G. To assess the effectiveness of the **coordination** of all partners providing PSS interventions for children in Ukraine in host communities.


I. To assess the **coherence** of PSS intervention with the UNICEF Core Commitments for Children in Humanitarian Action, CPWG Minimum Standards for Child Protection in Humanitarian Response.

J. To determine the extent to which UNICEF/partners are providing an entry point to overall protection interventions to address **CP&GBV** issues, as well as entry points for education and youth interventions. To determine the extent to which the programme built on existing resources and capacities of communities.

K. To assess the **appropriateness and social acceptability** of the approach as implemented in Ukraine and to determine beneficiary and stakeholder **perceptions** of the overall response, especially children, parents and communities.

L. To document main **lessons learnt** and propose **recommendations** to deliver PSS services in a more effective and efficient way, in particular suggesting options for more integrated programming (e.g. increased referrals to other CP response as needed to address vulnerabilities and risks of violence, abuse, exploitation) and for further harmonization and capacity development of partners.

M. To suggest **PSS knowledge management** based on retrospective Theory of Changes.

N. To draft recommendations related to **humanitarian-development nexus** to inform the future programming, contribute relevant experience to the national and UNICEF’s global engagement on these issues.

### 5. SCOPE OF THE EVALUATION

The evaluation will cover the period of 2014 to 2018 with the geographical coverage of 8 settlements: in Donetsk (3) and Luhansk (2) oblasts (GCA), Kharkiv (1), Dnipropetrovsk (1), Zaporizhzhya (1) oblasts of Ukraine.

The assessment will focus mainly on the interventions being directly implemented by UNICEF or by its IPs in five conflict affected regions (oblasts) of Ukraine: Donetsk, Luhansks, Kharkiv, Dnipropetrovsk and Zaporizhzhya oblasts.
The overall PSS response for Ukrainian children and youth is being implemented through 18 child- and youth-friendly spaces, 11 community protection centers (child and family protection places), 15 Youth clubs and 24 mediation rooms in host communities. On average some 100,000 children, including IDPs children, attend these safe spaces (including mobile outreach).

The interventions by all partners of the UNICEF supported PSS response will be the target of this assessment. The Evaluation Team will be provided with a mapping of all UNICEF supported safe spaces for children and families. Additionally, the team will also receive copies of all the agreements, field visit reports, training manuals, results from pre and post questionnaires etc. While all stakeholders are important, special emphasis will be placed on ensuring that children (both boys and girls) who are direct beneficiaries of the interventions are heard, enabled to communicate their priorities and needs, and participate in the evaluation process. Other stakeholders whose participation will be important to assess the impact of the response include parents (both mothers and fathers) of those children who are participating on response activities. Local community leaders, frontline workers, volunteers working with the response, members of child protection committees, youth and social workers will also be consulted in assessing the impact of the response.

Further to assessing the real impact of the PSS, an identical control group of villages/area in host communities not benefitting from PSS support services will also be identified. The specific criteria of the control villages/area will be discussed at a later stage once villages/areas have been identified to serve this purpose. These control villages/areas should not be target villages/area of any other identical programme being supported by either UNICEF or any other international and national organizations.

6. EVALUATION CRITERIA

The evaluation criteria to be used are based on the OECD-DAC standards, covering relevance, efficiency, effectiveness, impact and sustainability. Additionally, specific gender equality, HRBA, and humanitarian response standards and evaluation criteria which address coverage, coordination, coherence, appropriateness, quality and protection will also be used. The assessment should address some of the fundamental questions provided in the “Inter-agency Guide to the Evaluation of the Psychosocial Programming in Humanitarian Crises” some of the key questions under each objective are below. These are just the broad questions and a more detailed sub set of questions would be discussed at a later stage.

5.1 RELEVANCE

- How appropriate and aligned the CP programme interventions are with regards to the overall needs as expressed in the RPA, and in relevant Government programmes?

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4 UNICEF. 2011. Inter-agency Guide to the Evaluation of the Psychosocial Programming in Humanitarian Crises
5 The questions provided below are for guidance only and are not intended to be exhaustive. The questions could be replaced by the Evaluation Team while submitting the proposal to UNICEF.
• How are the response purpose and overall objectives consistent with and supportive of child protection related Core Commitments for Children in Humanitarian Action, No Lost Generation Strategy, IASC Guidelines on MHPSS, the Minimum Standards for Child Protection in Humanitarian Response, UNICEF strategic plans and UNICEF Ukraine’s Country Programme Documents?
• Were the interventions under the PSS response age and gender appropriate?
• To what degree were the PSS response intervention culturally and socially appropriate?
• What are the socio-cultural barriers to the approach adopted by UNICEF and its partner in delivering PSS, and how has UNICEF and partners worked to identify and address these barriers?
• To what extent have UNICEF and its partners integrated broader child protection and GBV issues into the design and implementation of its interventions?
• To what extent the CP/PSS programme articulated the objectives related to changes in children’s well-being and lives, and that of their family and community?
• Were clear needs defined with respect to required ‘levels’ of PSS?
• To what extent were potential beneficiaries involved in the development of the CP programme?
• To what extent the CP programme has reached all targeted geographical areas?
• Have potentially vulnerable or marginalized children and communities been reached?
• Have the needs and capacities of different age groups been appropriately addressed?
• What areas of stronger integration of CP, GBV, education and youth programming can be identified for future programming?

5.2. EFFECTIVENESS

• To what extent the stated CP programme outcomes have been achieved? What were the achievements in terms of improving psychosocial well-being of Ukrainian children, both planned and unplanned?
• To what extent the response M&E framework and processes were adequate to measure response outputs, outcomes, and impact? Were expected results clearly stated and measurable through identifiable indicators?
• What factors contributed to success or failure with regard to targeted changes?
• What lasting changes – attributable to programming — can be identified in the lives of individuals, families, communities and the broader environment?
• What difference has come about for beneficiaries in terms of skills and knowledge, emotional well-being, and social well-being?
• How extensive, effective, and efficient is the transfer of knowledge and intervention approaches to NGOs and government actors?
• Extent to which the agencies worked together towards the common goal of improved psychosocial well-being amongst children? What were the coordination mechanisms and did they help?
• Have agencies developed common strategies and approaches, based on existing minimum standards and Guidelines?
• Have agencies effectively and jointly identified and addressed gaps in geographic or vulnerable/at risk group coverage?
• Have agencies developed effective referral mechanism to other relevant sectors and services, both in child protection/PSS and beyond?
• To what extent has the NGO collaboration promoted good working relationships with the government local administration to collaborate on community development issues?

5.3. EFFICIENCY

• To what extent the CP/PSS Programme’s governance and coordination was efficient to the results attained?
• To what extent did the actual or expected outcomes justify the costs incurred?
• To what extent did the PSS response activities overlap and duplicate with other similar interventions, either nationally-funded or donor-funded?
• How the PSS objectives were realized in terms of adequacy of human and material resources? (based on assessment of human and material resources required to achieve expected outcomes).
• How to improve the human and material resources management for further PSS interventions?

5.4. IMPACT

• Did the response have impact on protecting children, boys and girls of different ages, by strengthening the child protection mechanisms such as community based child protection structures, provision of services, community/social norms etc?
• To what extent and how have UNICEF and partners contributed directly or indirectly towards identifying, highlighting and addressing other forms of violence, abuse and exploitation against children?
• How and to what extent have UNICEF and partners’ interventions contributed to prevention and response to gender based violence and violence against children?
• What has been the impact of placing community based child protection structures in the catchment area of each child and adolescent friendly spaces?

5.5. SUSTAINABILITY

• To what extent did the PSS response identify and build on existing national, local, civil society, government capacities and positive coping mechanisms?
• To what extent the PSS response achievements are/will be sustained after the withdrawal of external support?
• How best to sustain the achievement of the PSS response?
• What new capacities within services or communities have been established or restored?
• To what extent these capacities and skills are being actively used in the PSS and development of children?
• To what extent have the PSS response decision making bodies (government, civil society, development agencies) and implementing partners undertaken the necessary decisions and course of actions to ensure the sustainability of the PSS? To what extent have the systems been strengthened?
• Extent to which the partners have sufficient financial capacity and resources to keep up the benefits produced by the programme
• How have UNICEF and partners ensured community ownership of the PSS response?

5.6. HUMANITARIAN-DEVELOPMENT NEXUS

• How relevant, timely, effective and efficient was the humanitarian response in this specific programme area (CP/PSS), specifically regarding (i) the links between the development and humanitarian context; (ii) the capacity of national authorities in HDN context; (iii) UNICEF’s added value; (iv) the capacity of UNICEF as an organization in HDN context; (v) the contribution of other HDN related partners?
• What lessons learned and recommendations can be drawn for the future programming and realization of child’s rights in HDN context?
• What are the key lessons learned from PSS activity through HDN lenses?
• How can this HDN related experience contribute to identifying ways to collaborate and move forward strengthening the humanitarian/development linkages: (i) improved capacity of service providers and quality of services (CP/PSS); (ii) enhanced system of child rights protection and child rights monitoring, (iii) strengthening reform related to CP/PSS processes and etc.?

7. APPROACH AND METHODOLOGY

The evaluation methodology will be guided by the Norms and Standards of the United Nations Evaluation Group (UNEG), as well as UNICEF Evaluation Policy. The evaluation will be conducted in a participatory manner: key stakeholders will be involved in all phases of the evaluation, including the planning, inception, fact-finding and reporting phases via Reference Group and other mechanisms.

Mixed method approach is suggested for this evaluation, combining qualitative and quantitative components to ensure complementary strengths and non-overlapping weaknesses with the following anticipated activities:
• Desk review of reference materials, including monitoring reports and other sources providing secondary data, project documentation, official and administrative statistics, regulatory framework and other related documents;
• Target groups identification in 8 selected settlements, including the families having children, community authorities and decision makers, services providers, concerned UNICEF staff and other relevant stakeholders in settlements and at the regional and national levels;
• Revising and reducing the evaluation questions reflecting the most relevant questions for the evaluation objective;
• Design of detailed methodology and tools for the evaluation and analysis based on the required indicators;
• Data collection through field visits, particularly administering standardized face-to-face interviews, semi-structured interviews, focus-group discussions and observations;
• Preparation of the evaluation report, which will include a detailed description of the evaluation design, descriptive analyses of the required indicators and key recommendations for replication of the PSS model in the context of HDN.

The list above is for reference only. However, the Evaluation Team is not supposed to create new tools and methods to access psychosocial well-being of children. Methodologies and Tools for Measuring Psychosocial Wellbeing of Children in Humanitarian Contexts (February 2014: Sarah Robinson, Janna Metzler and Alastair Ager) and Interagency Psychosocial Evaluation Project (UNICEF: 2011) from Palestine covered psychosocial well-being indicators which could easily be adjusted to the context.

During the Planning phase the Evaluation Team should start with a review of UNICEF and its partners’ relevant internal documents on the response, including but not limited to HNOs, HRP, project proposal documents, quarterly reports submitted by partners to UNICEF, UNICEF weekly/bi-weekly sitreps, partners’ own internal evaluation reports, and NGO partner and international literature related to PSS interventions and assessment, other reference documents.

During the Inception phase Evaluation Team has to elaborate Inception Report which should outline detailed scope, evaluation framework; methodology; sampling, field visit timing, data collection methods, timeline for activities and submission of deliverables, dissemination plan etc. The Inception phase will be used an evaluability phase and the Evaluation Team should collect and review all available evidence. The evaluability phase should include assessment of objectives, logic and activities of the PSS programme with an aim to investigate its credibility, feasibility, sustainability and acceptability. The Evaluation Team also should conduct an assessment of reliability of the data with focus on disaggregated data for evidence generation to be in line with “leave no one behind” approach.

During the Fact-finding phase (field work) the Evaluation Team will be responsible for collecting data in the field with minimum involvement of partners or UNICEF’s staff. However, UNICEF will facilitate the data collection and field work required for this exercise. While the assessment criteria have been set above, UNICEF would like the Evaluation Team to use the most significant change technique during all the methods adopted for the assessment.

The analysis will be built on triangulating information collected from different stakeholders through different methods including secondary data analysis and documentation review. It should critically examine the information gathered from the various sources, and synthesize the information in an objective manner. If contradictory information is obtained from
different stakeholders, an effort should be made to understand the reasons for such information, including any gender-based differences.

During the Reporting phase the Evaluation Team should draft Evaluation Report and pay close attention to formulating good recommendations on HDN, clearly prioritizing 5-10 recommendations for concrete actions.

During the Dissemination phase, the Evaluation Team should pay close attention to involving all HDN related stakeholders. The Evaluation Report will be disseminated to the UNICEF senior management, programme specialists/officers, including Field Offices. Findings and recommendations will inform the work planning process, as well as the CO’s fundraising approach from 2019. The findings/recommendations will contribute to the Government’s social reforms implementation (decentralization, health reform, education reform).

The evaluation approach and data collection and analysis methods should also focus on equity, gender and human rights aspects, be responsive and appropriate for analyzing the gender equality, human rights issues including child rights issues identified in the scope. Gender equality, equity and human rights considerations will be further elaborated by the Evaluation Team during the inception phase and addressed across the final report.

Children, community members and professionals working in the field should be extensively consulted during the evaluation using different appropriate methods. Given the size of evaluation, a multi-disciplinary team of consultants will be best placed to conduct this exercise.

In light of UNICEF’s strategic agenda to harness innovation and deepen and widen the evidence base to drive and sustain global progress towards the realization of children’s rights, ensuring ethical conduct in evidence generation is imperative. This is necessary both in its own right and as a significant contributor to ensuring quality and accountability in the evidence generation process, especially when it involves children.

The Evaluation Team should propose a design based tools and methods already available, while ensuring that this design suits the specific objectives of the HDN context. Evaluation methodology should be based on UNEG Ethical considerations and respond to UNEG ethical guidance to evaluation as guiding principle to ensure quality of evaluation process (http://www.uneval.org/search/index.jsp?q=ETHICAL+GUIDELINES) as well as on Standard Operations Procedures (SOP) for Quality Assurance and Ethical Standards in UNICEF-supported Research, Studies and Evaluations (RSEs) towards Measurable Results for Children in the CEE/CIS Region and UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis.

The following limitations to the evaluation are anticipated:

- UNICEF CP/PSS programmes are at different stage of implementation since 2014 (beginning of the conflict);
• UNICEF CP/PSS programmes are at different phases of UNICEF response to conflict in Eastern Ukraine (2014-2015 mostly humanitarian response, 2016-2018 linking development-humanitarian response) which may negatively impact comparability between PSS interventions provided;
• unavailability and poor quality of data and evidence, for impact and outcome level (due to emergency challenges in 2014-2015).

To address some of these limitations, the evaluation will use information provided through the Evaluability assessment on availability, scope and quality of data and validate key determinants of inequity and trends at impact and outcome level. At a next stage the evaluation approach will be further narrowed down, examining all and country specific CP/PSS programme interventions and their impact, including UNICEF’s specific role. Detailed evaluation framework should be developed to allow comparability of programme approaches across the phases of conflict (2014-2015, 2016-2018) and the regions/cities in Eastern Ukraine.

8. WORKPLAN

A tentative time frame for the evaluation is provided below. The evaluation is expected to be completed within seven months.6 This might be subject to change depending on the prevailing situation on ground at the time of the evaluation.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of contract</td>
<td>One – five days</td>
</tr>
<tr>
<td>Producing a detailed Inception Report (IR) describing initial findings based on the preliminary desk review, the evaluation methodology, questionnaires, detailed implementation plan, the outline of the Evaluation Report, dissemination plan</td>
<td>Two months</td>
</tr>
<tr>
<td>External and Internal quality assurance (QA) review process of Inception Report; ethical review process</td>
<td>Two weeks</td>
</tr>
<tr>
<td>Incorporation of received feedback</td>
<td>One week</td>
</tr>
<tr>
<td>Preliminary discussions with the ERG on approach, CP activities, ToC, HDN etc</td>
<td>One week</td>
</tr>
<tr>
<td>Adapting tools and questionnaires for field work</td>
<td>One week</td>
</tr>
<tr>
<td>Ethical review /approval processes</td>
<td>One week</td>
</tr>
<tr>
<td>Field work including FGDs, interviews etc</td>
<td>One month</td>
</tr>
<tr>
<td>Data analysis and writing of the First draft of the report in English</td>
<td>One month</td>
</tr>
<tr>
<td>Internal QA review process; ethical review process (the First draft)</td>
<td>One week</td>
</tr>
<tr>
<td>Expert discussions (internal and external) of the First draft</td>
<td>One week</td>
</tr>
<tr>
<td>Producing the Second draft</td>
<td>Two weeks</td>
</tr>
<tr>
<td>Internal and External QA review process of the Second draft</td>
<td>Two weeks</td>
</tr>
<tr>
<td>Validation of the Second draft, incorporation of validation</td>
<td>Two weeks</td>
</tr>
</tbody>
</table>

6 interested companies/institutions should indicate the expected time to complete the assessment in their proposals
comments and feedback from QA review process
Preparation of the Final draft both in English and Ukrainian  Two weeks
Preparation of the PowerPoint Presentation with graphs both in English and Ukrainian  Two days
Submission of the Evaluation Report with PowerPoint Presentation both in English and Ukrainian to UNICEF  One day
Presentation of the Evaluation Report findings at UNICEF organized events (internal and public)  Two days

The evaluation process at all stages should follow UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis.

9. ROLES AND RESPONSIBILITIES IN THE EVALUATION PROCESS

UNICEF as commissioner takes the accountability of the evaluation and Head of CO RSE Steering Committee designated as supervisor for this evaluation. Managerial function for this evaluation will be done by Child Rights Monitoring Specialist (Evaluation Manager). Support for this evaluation will be provided jointly by Chief of Social Policy Section, Chief of Child Protection Section and the Monitoring and Evaluation Specialist.

The UNICEF CO RSE Steering Committee will have the following responsibilities:

- to review TOR and make recommendations;
- to ensure that evaluation process meets the standards of quality and apply the procedures outlined in the SOPs for Quality Assurance and Ethical Standards in UNICEF-supported RSEs towards results for children in the CEE/CIS Region, Procedure for Quality Assurance in UNICEF Research, UNICEF Evaluation and Research policies and other relevant guiding documents;
- to identify appropriate ethics review mechanisms (including establishing Ethical Review Board and ethical approval process);
- to review inception report, draft and final reports to ensure they meet UNICEF’s quality assurance and ethical standards;
- to provide technical advice and support to the evaluation process.

The Ethical Review Board (ERB) will be established given the participation of children in the evaluation. The ERB shall be multidisciplinary and multi-sectoral in composition; comprising 3 members. The ERB will be chaired by the most senior member in terms of relevant professional experience in conducting or reviewing evaluation/researches/studies involving primary data collection and preferably experience undertaking programmes involving children.

The ERG will have the following responsibilities:

- to apply approach consistent with The UNICEF Procedure for Ethical Standards;
- to provide technical advice and support to the evaluation process;
- to review methodology, inception report, draft and final reports to ensure they meet UNICEF’s ethical standards;
• to provide ethical approvals based on the "Criteria for Ethical Review Checklist".

The Evaluation Manager will have the following responsibilities:
• Lead the management of the evaluation process throughout the evaluation (design, implementation and dissemination and coordination of its follow up);
• Establish ERG; Convene the ERG meetings; Facilitate the participation of those involved in the evaluation design;
• Coordinate the selection of the Evaluation Team;
• Safeguard the independence of the exercise and ensure the evaluation products meet quality standards;
• Connect the Evaluation Team with the wider programme units, senior management and key evaluation stakeholders, and ensure a fully inclusive and transparent approach to the evaluation;
• Facilitate the Evaluation Team’s access to all information and documentation relevant to the intervention, as well as to key actors and informants who should participate in interviews, focus groups or other information-gathering methods;
• Provide the evaluators with overall guidance as well as with administrative support; Oversee progress and conduct of the evaluation, the quality of the process and the products;
• Approve the deliverables and evaluate the team’s work in consultation with ERG and RSE Steering Committee;
• Take responsibility for disseminating and learning across evaluations on the various programme areas as well as the liaison with the RSE Steering Committee;
• Ensure that the TOR, IR and Evaluation Report are submitted to external QA review conducted by external institution;
• Disseminate the results of the evaluation.

The Evaluation Reference Group (ERG) will comprise of the representatives of the major stakeholders including Evaluation Manager, Deputy Representative (or OIC), Chief of Social Policy Section, Monitoring and Evaluation Specialist, Child Protection in Emergencies Officer, two designated representatives from implementing partners, Regional Monitoring and Evaluation Advisor.

The ERG will:
• Provide clear specific advice and support to the Evaluation Manager and the Evaluation Team throughout the whole evaluation process;
• Review the Inception Report and all drafts of Evaluation Report and ensure Final draft meets the UNICEF-Adapted UNEG Evaluation Reports Standards;
• Review and provide comments and feedback on the quality of the evaluation process as well as on the evaluation products (comments and suggestions on the TOR, draft reports, final report of the evaluation).

The Evaluation Team will report to Evaluation Manager and conduct the evaluation by fulfilling the contractual arrangements in line with the TOR, UNEG/OECD norms and standards and Ethical Guidelines; this includes developing of an evaluation (implementation) plan as part of the inception report, drafting and finalizing the final report
and other deliverables, and briefing the commissioner on the progress and key findings and recommendations, as needed.

The Evaluation Team should also adhere to UNICEF’s Evaluation Policy, to UNEG’s ethical guidelines for UN evaluations and to UNICEF Reporting Standards. Evaluation team members will sign a no conflict of interest attestation.

The Evaluation Team must demonstrate personal and professional integrity during the whole process of the evaluation. The Evaluation Team must respect the right of institutions and individuals to provide information in confidence and ensure that sensitive data cannot be traced to its source. Further, the team must respect ethics of research while working with children including using age appropriate consent forms, age appropriate data collection, and principle of do no harm. Furthermore, the team and its members must take care that those involved in the evaluation have an opportunity to examine the statements attributed to them. The evaluation process must be sensitive to beliefs, manners, and customs of the social and cultural environment in which they will work. Especially, the team must be sensitive to and address issues of protection, discrimination and gender inequality. Furthermore, the team members are not expected to assess the personal performance of individuals, and must balance an assessment of management functions with due consideration of this principle. Finally, if the team uncover evidence of wrongdoing, such cases must be reported discreetly to the appropriate investigative body.

The evaluation should follow UN Evaluation Group Norms and Standards – including ensuring that the planned evaluation fully addresses any ethical issues.

10. STRUCTURE OF THE EVALUATION REPORT

The Evaluation Report is proposed to have the following structure, to be reviewed once the Evaluation Team is selected:

Opening pages
Executive Summary
   Introduction
   Chapter 1: **Background, Objectives and Methodology**
      1.1. Object of the Evaluation
      1.2. Purpose, Objectives and Scope of the Evaluation
      1.3. Evaluation Methodology
      1.4. Major Limitations
      1.5. Ethical considerations, Human Rights and Gender
   Chapter 2: **Overview of the Actions and Context**
      2.1. Main areas of PSS intervention
      2.2. Logic of intervention (ToC)
      2.3. Management and Governance Structure
      2.4. Partnerships
   Chapter 3: **Analysis and Findings**
      3.1. Overall context
3.2. Baseline and end-survey results
3.3. Relevance
3.4. Effectiveness
3.5. Efficiency
3.6. Sustainability
3.7. Impact
3.8. Cross-cutting topics

Chapter 4: Humanitarian-Development Nexus
4.1. Humanitarian context
4.2. Development context
4.3. Promoting resilience through linking development-humanitarian

Chapter 5: Conclusions and Recommendations
5.1. Conclusions and Lessons Learned
5.2. Recommendations

ANNEXES
- Terms of Reference
- Desk Review and Background Documents
- List of Stakeholders Interviewed
- Detailed Methodology
- Interview Guides and Survey Instrument
- Information on Evaluation team
- Evaluation matrix
- Results framework
- Output tables

The evaluation report to be produced must be compliant with the UNICEF Evaluation standards and GEROS Quality Assessment System.

The evaluation report not will be used for academic publishing.

11. DELIVERABLES

The Evaluation Team is responsible to submit the following Deliverables:

1. **Detailed Inception Report (IR) in English and Ukrainian** (Electronic version to be submitted within two months after signing a contract and initial briefing with the Evaluation Manager, ERB and ERG). This report should be 10 to 15 pages in length and should be in line with UN standards for IRs. The IR should outline detailed scope, evaluation framework; methodology; sampling, field visit timing, data collection methods, timeline for activities and submission of deliverables, dissemination plan). The IR should also include initial data and findings based on the documentary review and final evaluation design/plan. The Inception Phase will be used as an evaluability phase and phase to collect and review all available evidence.

This report will be used as an initial point of agreement and understanding between the Evaluation Team and Evaluation Manager. A draft will be shared in advance for
comments, and approved by the ERG. Final inception report will be presented by the Evaluation Team to the ERB and ERG and quality assured by RSE Steering Committee, Regional Monitoring and Evaluation Advisor and external QA institution.

2. **Drafts of Evaluation Report (the First and the Second) in English** (Electronic version of the first draft should be submitted after completion of the data collection field visits). The draft report should be in line with UNICEF adapted UNEG Evaluation Report Standards and contain the same sections as the final report (described in the p. 10) and will be at least 40 pages in length (excluding annexes). It will also contain an executive summary of no more than 5 pages that includes a brief description of the UNICEF PSS programmes, its context and current situation, the purpose of the evaluation, its methodology and its main findings and recommendations. The drafts will be shared with the ERG to seek their comments. The drafts report will be quality assured by RSE Steering Committee and Regional Monitoring and Evaluation Advisor. The final draft will be quality assured by external QA institution.

3. **Evaluation Report (Final draft) in English and Ukrainian** (Electronic and hard copy versions to be submitted after receiving consolidated comments and feedback from UNICEF). The final report will be 50 to 60 pages in length. It will also contain an executive summary of no more than 5 pages that includes a brief description of the programme, its context and current situation, the purpose of the evaluation, its methodology and its major findings, conclusions and recommendations. The final report should include all received comments and suggestions provided by QA review providers. The Evaluation Report should systematically answer the key evaluation questions posed. It should fairly and clearly represent the views of the different actors/stakeholders. It should clearly give the conclusions and recommends in a way that is substantiated by evidence.

4. **Power point presentation in English and Ukrainian** (electronic version)
   Presentation based on the finalized evaluation report summarizing the entire process, purpose, objectives, methodology, findings and recommendations and conclusions. Dissemination plan and advocacy approaches should be developed respectively and then discussed/agreed with the CO. Primarily, the result will be disseminated to the CO senior management. The findings will be discussed at the management team meetings, programmatic reviews to inform the CO’s programming. The plan for dissemination and advocacy of the Evaluation result will be cleared by the CO’s RSE Steering Committee.

The Evaluation Team should propose a timeline to submit the deliverables in their implementation plan (in proposals). Necessary and adequate time (at least two weeks) should be allocated for review and quality assurance processes of the deliverables by the Regional Monitoring and Evaluation Advisor and External Institution.

The Evaluation Team should produce the above assessment and conduct the meetings for submitting each Deliverable. Deadline for each deliverable to be agreed between the Evaluation Team and UNICEF.
### Deliverable vs. Reporting format

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Reporting format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall evaluation schedule and implementation plan, with staffing, brief description of approach, field trips, dissemination plan incl. presentation, other relevant information</td>
<td>Prepared and agreed with UNICEF via exchange of e-mails evaluation schedule, implementation plan, staffing (CVs) etc</td>
</tr>
<tr>
<td>Detailed Inception Report</td>
<td>Electronic version in English and Ukrainian</td>
</tr>
<tr>
<td>Field work</td>
<td>Meeting notes, participant lists</td>
</tr>
<tr>
<td>the First draft of Evaluation Report</td>
<td>Electronic version in English</td>
</tr>
<tr>
<td>the Second draft of Evaluation Report</td>
<td>Electronic version in English</td>
</tr>
<tr>
<td>Evaluation Report (Final draft)</td>
<td>Electronic and hard copy versions in English and Ukrainian</td>
</tr>
<tr>
<td>Power point presentation on key findings and recommendations</td>
<td>Electronic version in English and Ukrainian</td>
</tr>
</tbody>
</table>

All deliverables should be drafted in English, Inception Report and Evaluation Report should be translated and submitted both in English and in Ukrainian. All reports should follow the structure and detailed outlines discussed and agreed with UNICEF in Ukraine.

**All deliverables should respond to UN Evaluation Group QA criteria, including UNEG quality checklist for Inception Report and Evaluation Report (http://www.unevaluation.org/document/library)**

**Performance indicators:**
- a) Timely developed and agreed with UNICEF evaluation schedule and implementation plan, with staffing, methodology, field trips;
- b) Timely carried inception meetings;
- c) Timely delivered Inception Report;
- d) Timely carried out field work;
- e) Timely prepared Drafts (the First, the Second and Final) of the Report;
- f) Timely carried out meetings with ERB and ERG to discuss all Drafts of the Reports;
- g) Comments from UNICEF and QA institution, if any, to the Drafts of the Report, are addressed and incorporated;
- h) Timely finalized and submitted Evaluation Report (final version after external QA review);
- i) Quality and context of all required reports corresponds to the TOR requirements and, if any, incorporates recommendations of UNICEF and/or QA review;
- j) Qualifications of involved staff correspond to TOR requirements.

### 12. TECHNICAL QUALIFICATION CRITERIA

12.1. UNICEF is seeking to contract a Consultancy company, corresponding to the following requirements:
- Duly registered in the country of residence, without limitation as to the countries of registration.
• Proven experience in evaluation (not less than three years) and in assessing and/or in consultancy on humanitarian response (not less than one year).
• Consulting experience on conflict in Eastern Ukraine and/or on conflicts in post soviet countries is an asset.

12.2. The Consultancy company shall provide the Evaluation Team

The Evaluation Team should be comprised of (at least) Team Leader, Evaluation Specialist, Data Analyst, and Child Protection/PSS Specialist.

The Evaluation Team should have the following qualifications:

• Advanced university degree, preferably in economics, social studies or development/humanitarian aid, statistics or a related field. A combination of relevant academic background and relevant work experience may be accepted in lieu of the advanced university degree;
• At least three years’ experience in evaluation, including experience in an emergency setting; familiarity with UNICEF and the UN system (CVs required);
• Expertise to analyze and develop a good understanding of child protection issues;
• Strong analytical skills and qualitative and/or quantitative statistical data processing applications;
• Ability to produce content for high standard deliverables in English;
• Sensitivity towards ethics with regards to human and child rights issues, different cultures, local customs, religious beliefs and practices, personal interaction and gender roles, disability, age and ethnicity.

Evaluation Team Leader should have the following qualification in addition to the above:

• At least five years’ experience in evaluation, including experience in an emergency setting; familiarity with UNICEF and the UN system (CVs required);
• Proven international experience.

The proposed Evaluation team must correspond to the minimum criteria – team composition and minimum experience of the proposed staff. In case of deviation, the offers may be considered technically not compliant.

12.3. Evaluation of technical proposals

All technical proposals will be evaluated using the evaluation criteria as indicated below.

<table>
<thead>
<tr>
<th>Mandatory Requirements (Pre-qualification Criteria)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Companies/organizations with a minimum of one year of experience in the evaluation and assessment consultancy</td>
</tr>
<tr>
<td>Company organizations has valid registration in Country of Residence</td>
</tr>
<tr>
<td>General adherence to Terms of Reference and tender requirements; Understanding of scope, objectives and completeness and coherence of response</td>
</tr>
<tr>
<td>Technical evaluation criteria</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Previous experience</td>
</tr>
<tr>
<td>1.1 Company/organization experiences in consultancy on humanitarian response in last 10 years</td>
</tr>
<tr>
<td>1.2 Experience in evaluation and/or assessing in last 5 years</td>
</tr>
<tr>
<td>1.3 Consulting experience on conflict in Eastern Ukraine and/or on conflicts in post soviet countries in the last 4 years.</td>
</tr>
<tr>
<td>Qualifications</td>
</tr>
<tr>
<td>2.1 Experience (evaluation, assessment, survey and/or related field, with a Masters in relevant field) of <strong>Team Leader</strong> (CV to be provided as part of technical proposal). Minimum experience – 5 years.</td>
</tr>
<tr>
<td>2.2 Experience of <strong>Evaluation Specialist</strong> (CV to be provided as part of technical proposal) Minimum experience – 3 years.</td>
</tr>
<tr>
<td>2.3 Experience of <strong>Data Analyst</strong> (CV to be provided as part of technical proposal) Minimum experience – 3 years.</td>
</tr>
<tr>
<td>2.5 Experience of <strong>CP/PSS Specialist</strong> (CV to be provided as part of technical proposal) Minimum experience – 3 years.</td>
</tr>
<tr>
<td>Quality of similar work</td>
</tr>
<tr>
<td>3.1 Links to similar reports in Evaluation undertaken by the company/organization. Evaluation reports conducted for UN Agencies are an asset.</td>
</tr>
<tr>
<td>3.2</td>
</tr>
</tbody>
</table>
3.2 The quality of a similar evaluation report with the suggested sample report that would be most similar to that indicated in the TOR. Evaluation reports conducted for UN Agencies are an asset.

<table>
<thead>
<tr>
<th>Capacities and work schedule for current proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample report of appropriate quality</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total score</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

The Offer is considered technically acceptable (and therefore eligible for opening of financial offers), when it obtains 70 Points out of 100 in course of technical evaluation. He final selection of the Contractor will be based on a quality and cost basis with weightage of 70% of the technical proposal and 30% of the financial proposal.

12.4. Price proposals

All interested institutions are requested to include in their submission detailed costs including:

a) Daily rate including hours per day
b) Expenses (external and internal travel, field works, interpretation and translation etc. Please include all relevant costs that are required for this exercise) to be agreed prior to commencing project
c) Any additional requirements needed to complete project or that might have an impact on cost or delivery of products
d) The consultants would be required to use their own computers, printers, photocopier etc.

Payment is contingent on approval by the Evaluation managers and will be made in three instalments:

a) 15% upon clearance of an Inception Report by RSE Steering Committee
b) 45% upon submission of the first draft of the evaluation report
c) 40% upon submission of finalized evaluation report, power point presentation.
The institutions may propose different payment schedules that will be considered during the assessment of the proposal.

It is expected that the evaluation team would make a visit to the country (if located outside) including areas for field work as per methodology finalized for this evaluation. All travel costs should be planned properly in the technical proposal and included in the financial proposal. Please note that if selected, the contract can be a supporting document to obtain entry visa (if necessary). UNICEF will be unable to secure travel visas.

The number of travels planned for each member of the team shall be specified and justified in the technical proposals (duration, number of journeys etc.) in line with the TOR. Bidders shall be required to include the estimated cost of travel (as a separate line in the financial proposal, total and costs per trip) in the financial proposal.

It is essential that:

i) travel cost shall be calculated based on economy class travel, regardless of the length of travel; 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); and iii) Travels and other incidental expenses that were not known ex ante or any additional costs with regards to the travel expenses submitted in the proposal should be justified by the Consultant and accepted by UNICEF before they are incurred. Such expenses may be paid as reimbursable against actual cost incurred and in these cases necessary documentation shall be submitted with the invoice for reimbursement (e.g. proof of airline ticket purchased).

REFERENCES

The evaluation process should adhere to the United Nations evaluation norms and standards and Ethical Guidelines for evaluation available at:


The evaluation should be consistent with The Procedure for Ethical Standards in UNICEF Research, Evaluation, Data Collection and Analysis and is complemented by, and builds on, the pre-existing Strategic Guidance Note on Institutionalizing Ethical Practice for UNICEF Research and the Evaluations Technical Note No. 1, Children Participating in Research, Monitoring And Evaluation (M&E) — Ethics and Your Responsibilities as a Manager, UNICEF Evaluation Office, 2002.
Reference documents:

- Standard Operations Procedures (SOP) for Quality Assurance and Ethical Standards in UNICEF-supported Research, Studies and Evaluations (RSEs) towards Measurable Results for Children in the CEE/CIS Region;
- UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis CF/PD/DRP/2015-001(UPE)


2017 Ukraine: Evaluation of the Country Programme of Cooperation between the Government of Ukraine and UNICEF 2012-2016:
https://www.unicef.org/evaldatabase/index_95963.html

Humanitarian Needs Overview (HNO):

2018: https://www.humanitarianresponse.info/en/node/156653

Humanitarian Response Plans (HRP):