

## **REQUEST FOR PROPOSAL**

**LRFP-2021-9166440**

**25 April 2021**

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

**Wishes to purchase**

**TERMINOS DE REFERENCIA -ANUNCIO DE CONSULTORÍA-  
REVISION Y ACTUALIZACION CONCEPTUAL Y OPERATIVA DE LA RUTA  
DE ATENCIÓN INTEGRAL A LA PRIMERA INFANCIA EN PANAMA  
#PAN-21-004**

**THIS REQUEST FOR PROPOSAL HAS BEEN:**

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**Prepared By:**

Maria Leticia Velandia Barrios  
(To be contacted for additional information, NOT FOR SENDING OFFERS)  
Email : mvelandia@unicef.org

**Verified By:**

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Milantia Mendieta Rodriguez

## BID FORM

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

### TERMS AND CONDITIONS OF CONTRACT

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

### INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2021- 9166440** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

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

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

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

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

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

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

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

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

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

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

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

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

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

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 1 10

00010 1 Perf. unit

Producto entregable: Plan de trabajo para el desarrollo de la consultoría (especificando actividades, tiempos, responsables, y fecha de entrega).  
 Documento con el marco conceptual y diseño metodológico avalado por la supervisión para el logro del objetivo de la consultoría (incluye marco conceptual, bibliografía, metodología para el levantamiento de información, instrumentos y sistemas de información para recolección y análisis de datos cuantitativos y cualitativos, bases de datos oficiales a utilizar, etc.).  
 Propuesta de Índice comentado para el informe final.  
 Tareas/Asignaciones: Revisión documental (normas, leyes, decretos, políticas, marco conceptual de atenciones en Primera Infancia, serie de Lancet, acuerdos regionales, evaluación de intervenciones efectivas en Primera Infancia, etc.) del contexto panameño y regional en términos de Primera Infancia que orienten y guíen la apuesta técnica. Revisión detallada de las recomendaciones y conclusiones de la Evaluación de la RAPI (UNICEF-BID, 2019).

#### Incoterms & Delivery Requested

#### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

Total: Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

SCHEDULE NO: 2 20

00020 1 Perf. unit

Producto entregable: Informe preliminar con avances en:  
 # Revisión del marco internacional con énfasis en la Región de América Latina y el Caribe, en relación a otras rutas de atención y servicios priorizados para la primera infancia.  
 # Elaboración de una propuesta conceptual que tenga en cuenta las áreas del desarrollo de la Primera Infancia (0 a 8 años de edad), con las atenciones, servicios y entornos en los que deben ser garantizados. Esta propuesta debe contemplar el escenario ideal de atenciones y servicios y un mínimo según el contexto de Panamá y de la región.  
 # El mapeo de sectores y actores desagregados por territorio, con el marco de la apuesta conceptual. En este mapeo deberá incluirse los mecanismos de seguimiento actuales por sectores, actores, atenciones y servicios.  
 # Implementación de metodologías participativas en la que logré el consenso sobre la conceptualización de: atenciones, servicios y entornos conforme a la Ley y a la organización del Estado (competencias a nivel nacional y territorial), y según las áreas del desarrollo infantil por ciclo de vida (grupo etario).  
 # Sistematización de resultados de los espacios de discusión técnica con sectores y actores involucrados para la validación de la propuesta conceptual.

Tareas/Asignaciones: Primer Informe de avance en la implementación del plan de trabajo.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

Total: Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

### SCHEDULE NO: 3 30

00030 1 Perf. unit

Producto entregable: Informe de avance consolidado en el que se presente:

# Diseño de un sistema de monitoreo nominal, sistema de monitoreo de resultados de la RAIPI y plan de evaluación.

# Análisis de las condiciones territoriales para la implementación de la RAIPI actualizada y definición de estrategias para superar brechas y barreras (Bajo el consenso de las atenciones y servicios actualizados).

# Revisión de coberturas de atención de servicios y definición de metas (progresivas) para el plan quinquenal, propuesto en la Ley 171/2020 y con base en la propuesta de RAIPI validada y/o consensuada.

# Propuesta de plan de trabajo (estrategias y acciones puntuales a corto y mediano plazo) para el cumplimiento de metas quinquenales por atenciones y servicios priorizados, según el marco conceptual validado.

# Propuesta de 1) un sistema de monitoreo nominal (niño-a-niño) anclado en estructuras existentes, 2) sistema de monitoreo de los productos y resultados de la nueva RAIPI, 3) una propuesta de plan de implementación de la RAIPI garantizando la participación de todos los actores y sectores involucrados. Esta propuesta debe estar validada con el consenso, conforme al esquema de gobernanza del país y en cumplimiento de la Ley 171/2020.

Tareas/Asignaciones: Segundo Informe de avance en la implementación del plan de trabajo .

### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

Total: Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

### SCHEDULE NO: 4 40

00040 1 Perf. unit

Producto entregable: Documento final conforme a la estructura de índice comentada, validado al inicio de la consultoría y que presente los resultados finales del proceso.

Tareas/Asignaciones: Informe final para revisión

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

Total: Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

### SCHEDULE NO: 5 50

00050

1 Perf. unit

Producto entregable: Infografía de la RAIPI validada.

Presentación y reunión con contrapartes para socialización de resultados y sistematización de reuniones.

Informe final ajustado según recomendaciones y conforme al índice comentado avalado al inicio del contrato (deberá contener todos los anexos, tales como: tablas, análisis, base de datos, transcripción de la información cualitativa, sistematización de reuniones, registro fotográfico, etc).

Tareas/Asignaciones: Informe final ajustado y socialización de resultados.

### Incoterms & Delivery Requested

### Lead Time & Related Charges

#### Packing

Unit : Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

Total: Dimension.....x.....x.....cm Weight.....kg Volume.....cbm

## SPECIAL NOTES

### Antecedentes:

El conocimiento respecto del desarrollo infantil temprano y las acciones que lo promueven ha crecido de manera importante en los últimos años. Mirar de manera sistémica y comprehensiva las políticas de desarrollo infantil permite impulsar esfuerzos para avanzar más allá de acciones tradicionales a favor de la infancia.

Las evidencias más recientes demuestran que el desarrollo de niños y niñas se da en la interacción entre factores protectores y de riesgos, fortaleciendo los primeros y disminuyendo el impacto de los segundos. ¿Cómo se logra esto? Implementando acciones o intervenciones desde la concepción que enfaticen las relaciones entre cuidadores-niños/as, desarrollo de habilidades parentales, de salud mental, competencias emocionales, protección social a familias, salud /nutrición y construcción de sociedades más amigables con la crianza de niños y niñas, por nombrar algunas.

En Panamá, la primera política pública interinstitucional para la primera infancia se establece en 1984. El Consejo Nacional e Interinstitucional de Desarrollo Infantil (CONCIDI) fue conformado por la Caja de Seguro Social, el Ministerio de Salud (MINSa), el Ministerio de Trabajo y Desarrollo Laboral (MITRADEL), la Dirección Nacional del Niño y la Familia, el Instituto Panameño de Rehabilitación Especial (IPHE) y el Hospital del Niño. En el CONCIDI se estableció el perfil para evaluaciones de desarrollo, el cual se sigue utilizando en el MINSa y la Caja de Seguro Social para valorar los hitos de desarrollo de un niño. Este consejo se considera el primer intento de articulación interinstitucional relacionado a la primera infancia. Sin embargo, sus esfuerzos formales finalizaron en el año 2000.

En materia del compromiso institucional de la República de Panamá con la infancia, mediante la Ley No. 15 de 06 de noviembre de 1990, se aprobó la Convención sobre los Derechos del Niño (CDN). Más adelante, en 2009, se elabora una nueva política pública de atención integral a la primera infancia, la cual fue presentada al Consejo de Gabinete en agosto de 2009 por el Ministerio de Desarrollo Social (MIDES). La misma fue aprobada a través de los Decretos Ejecutivos 201 del 27 de noviembre de 2009 y 216 del 23 de diciembre de 2009. Por medio de estos dos decretos se establece que el Gobierno de Panamá #adopta una política pública de atención integral a la primera infancia, crea el Consejo Asesor de la Primera Infancia y designa a los representantes de las instituciones públicas, de la sociedad civil y del sector privado que lo integran#. Así, este decreto define el Consejo Asesor de la Primera Infancia (CAPI) como sucesor del CONCIDI y presidido por el Despacho de la Primera Dama.

El CAPI diseña el Plan de Atención Integral a la Primera Infancia (PAIPI), el cual fue publicado en 2011. El PAIPI aborda el contexto en el que se desarrollan los niños y niñas: el entorno de atención directa (padre y madre), el de protección inmediata (familia), el de seguridad (el ambiente social) y el de inclusión (instituciones y organismos estatales). El plan define 10 productos estrella que cubren los siguientes lineamientos a cumplir: posicionamiento, monitoreo, evaluación y articulación de servicios y financiera. Tres años más tarde, mediante el Decreto Ejecutivo 108 del 6 de febrero de 2014, el CAPI se convierte en el Consejo Nacional de Atención Integral a la Primera Infancia (CONAIPI). El CONAIPI funge como organismo rector y responsable de articular, supervisar, actualizar y evaluar la aplicación de la Ruta de Atención Integral a la Primera Infancia (RAIPI).

Durante el año 2019, UNICEF y el Banco Interamericano de Desarrollo (BID) realizaron la #Evaluación de la Ruta de Atención Integral a la Primera Infancia (RAIPI) en Panamá# De Marchi, Gladis María. Evaluación de la Ruta de Atención Integral a la Primera Infancia (RAIPI) en Panamá. Informe Final. UNICEF y BID. 10 de diciembre de 2019. , encontrándose que se presentan deficiencias notorias en lo relativo a la coordinación entre las diferentes instituciones y el trabajo intersectorial en la implementación de iniciativas, prestaciones y programas. Es decir, las instituciones continúan trabajando preferentemente en forma sectorial. Adicionalmente se destaca la existencia de la política estatal de Desarrollo Infantil Temprano (PAIPI) que, en términos generales, ha contribuido a una mayor visibilidad y conciencia en torno a los derechos y beneficios dirigidos a los niños/as de 0 a 6 años y sus familias. En esta evaluación también se señala que aun cuando mediante un decreto se establecen los roles y responsabilidades de cada institución que compone el sistema de gobernanza para poder articular las instituciones a nivel nacional, hace falta un presupuesto común, un organismo con liderazgo fuerte que toma decisiones, junto a un mecanismo técnico ágil con recurso humano especializado para avanzar

en lo referente a planificación conjunta, datos e información, protocolos de supervisión de calidad, promoción a nivel territorial, seguimiento y evaluación por resultados de la política pública.

Durante el 2020, UNICEF continuó acompañando técnicamente al gobierno, en donde se lograron avances significativos en pro de la política pública de Primera Infancia, destacando acciones tales como: i) El plan de trabajo para el fortalecimiento del esquema de gobernanza en Primera Infancia, a través del apoyo directo al Ministerio de Desarrollo Social y ii) el apoyo técnico en la elaboración de la Ley 171 del 2020, el cual marca un hito importante en términos de la Política de Estado.

#### Contexto:

Durante el mes de octubre del 2020, el gobierno de Panamá promulgó la Ley 171 de Protección Integral a la Primera Infancia y al desarrollo infantil temprano, cuyo objeto es establecer las bases y las directrices técnicas y de gestión intersectorial para la política de Estado en materia de primera infancia y desarrollo infantil. Dicha Ley reconoce la primera infancia desde la gestación hasta los 8 años de vida de los niños y niñas y por otra parte adopta la Ruta de Atención Integral a la Primera Infancia (RAIPI), reconociéndola como una herramienta de gestión intersectorial e interinstitucional que integra y articula los programas, servicios y atenciones para contribuir a la garantía de los derechos de los niños y niñas. La política de Estado en materia de primera infancia y con una perspectiva basada en los derechos del niño, esta guiada por las directrices de perspectiva familiar, incluyendo la promoción de pautas de crianza, atención integral, entendida como un conjunto de acciones intersectoriales e interinstitucionales aplicadas a través de la RAIPI, prestaciones universales y focales, priorización y protección presupuestaria, transparencia y territorialización de acciones, a través de una red de amplia de actores públicos, privados y de la sociedad civil.

- **Perspectiva familiar.** El Estado protegerá y promoverá el bienestar y sano desarrollo de las familias, como lugar de gestación, de cuidado y crecimiento de la niñez, así como ámbito privilegiado para su formación. La política de Estado considerará la promoción transversal de pautas de crianza en la primera infancia.

- **Atención integral.** Es el conjunto de acciones intersectoriales e interinstitucionales encaminadas a asegurar que cada uno de los entornos y áreas de desarrollo de los niños y niñas cuenten con las condiciones familiares, humanas, sociales y materiales, que permitan su máximo desarrollo. El Estado planificará, diseñará y ejecutará programas, políticas públicas, campañas, presupuesto y medidas, que serán aplicadas a través de la RAIPI.

- **Prestaciones universales y focales.** El Estado en el diseño de los instrumentos para el desarrollo de la política de primera infancia y su implementación enfocará sus esfuerzos en todos los niños en el país, con especial atención a los niños y niñas en pobreza multidimensional, aquellos pertenecientes a grupos indígenas y en los ámbitos que incidan en un sano desarrollo de la niñez.

- **Priorización y protección presupuestaria.** En materia presupuestaria y administrativa, el Estado priorizará y protegerá la inversión pública en primera infancia, dotando a todas las instituciones que integran la RAIPI de los presupuestos correspondientes, con aumento progresivo y no será objeto de ajuste o contención del gasto público.

- **Transparencia.** Se procurará la transparencia en el manejo de los recursos presupuestarios y financieros asignados a la primera infancia, por parte de las instituciones responsables de la implementación de las políticas y programas vinculados con la RAIPI y su respectiva rendición de cuentas.

Considerando el actual contexto, equipos de las distintas entidades responsables del diseño e implementación de políticas, planes y programas en favor de la primera infancia se encuentran trabajando en la redacción de la reglamentación de la Ley, con el acompañamiento de UNICEF Panamá. Como se ha mencionado, Panamá cuenta con la Ruta de Atención Integral a la Primera Infancia (en adelante RAIPI), documento elaborado a partir de un trabajo participativo y con el apoyo técnico del Banco Interamericano de Desarrollo (BID) y UNICEF, que dieron como resultado una construcción conceptual que traza la secuencia de atenciones para los niños y niñas menores de 6 años en Panamá. La Ruta actual se enmarca en la CDN y pone énfasis en cuatro Derechos relacionados con el desarrollo infantil, estos son: crianza, salud y nutrición, aprendizaje temprano e identidad. A su vez, reconoce siete



etapas vitales entre la gestación y los 5 años de vida. No obstante, la Ley 171/2020 aumenta el rango de edad de 5 a 8 años y por otra parte crea las comisiones para la atención, promoción y monitoreo como unidades responsables de implementar de manera articulada la RAIPI. Estas comisiones son: i) protección e inclusión social, ii) salud y nutrición, iii) educación, iv) fortalecimiento familiar y v) de identidad.

Bajo este contexto, UNICEF en Panamá, en el marco de su nuevo programa de cooperación, busca apoyar técnicamente al gobierno, mediante la actualización de la Ruta de atención Integral a la Primera Infancia en el marco de la Ley 171/2020 y de esta manera contar con insumos conceptuales y operativos que orienten el diseño de los planes de trabajo, las estrategias y acciones que contribuyan a la implementación de la Política de Estado en Primera Infancia con un seguimiento y monitoreo bajo las comisiones propuestas por la Ley.

#### Justificación:

Esta consultoría se enmarca en la entrada en vigor de la Ley 171/20, así como en el inicio del nuevo programa de cooperación de UNICEF en Panamá, en el que se han contemplado cuatro componentes claves que son: i) Desarrollo de la primera infancia, ii) Desarrollo y participación adolescente, iii) Protección de la niñez y la adolescencia e iv) Generación de evidencia, comunicación y política social. Como parte del trabajo encaminado en Desarrollo de la Primera Infancia, se espera que, en el 2025, niños y niñas en la primera infancia, en particular aquellos en condiciones de mayor desventaja, reciben atención de calidad para su desarrollo físico, cognitivo y socioemocional. Por el otro lado, en el área de Protección de la Niñez y la Adolescencia, se espera que los niños, niñas y adolescentes estén mejor protegidos contra todas las formas de violencia en sus entornos familiar, escolar y comunitario. La oficina de UNICEF en Panamá se ha propuesto contribuir a lograr dichos resultados a través de tres líneas estratégicas: 1) asistencia técnica y abogacía para fomentar prácticas culturales, que posicionen la importancia de la crianza positiva durante los primeros años de vida, 2) Incrementar la oferta de servicios de cuidado y estimulación para niños y niñas de 0 a 3 años, con calidad y pertinencia y 3) Promoción del marco legal y un esquema de gobernanza intersectorial y articulado al sistema de protección social sensible a la primera infancia.

Para lo anterior, se hace necesario contar con los servicios de una consultoría que actualice la ruta integral de atenciones a la primera infancia en Panamá, permitiendo así contar con 1) un marco conceptual consensuado, 2) la definición de atenciones en el marco de la Ley 171/2020, 3) los servicios en el marco de la atención integral de los niños y niñas en Panamá desde la gestación hasta los 8 años de vida, 4) el diseño de un sistema para el monitoreo de los resultados de la RAIPI (i.e., monitoreo de la implementación de la política), 5) el diseño de un sistema para el monitoreo nominal de las atenciones (i.e., niño a niño). y 6) un plan de implementación de la RAIPI garantizando la participación de todos los actores y sectores involucrados, conforme lo establece la Ley 171/2020.

#### Objetivo:

Realizar la actualización conceptual y operativa de la Ruta Integral de Atención a la Primera Infancia, en el marco de la Ley 171/2020 y demás disposiciones legales vigentes en Panamá.

#### Alcance:

La actualización de la RAIPI debe incluir la participación de todos los actores y sectores del territorio de Panamá, garantizando la equidad de género y la interculturalidad.

#### Metodología:

La propuesta técnica presentada deberá tener en cuenta como mínimo, los siguientes elementos:

- Revisión documental (normas, leyes, decretos, políticas, marco conceptual de atenciones en Primera Infancia, serie de Lancet, acuerdos regionales, evaluación de intervenciones efectivas en Primera Infancia, etc.) del contexto panameño y regional en términos de Primera Infancia que orienten y guíen la apuesta técnica.

- El Informe Final de la Evaluación de la RAIPI (UNICEF-BID, 2019) será puesto a disposición del/la consultora. Recomendaciones y conclusiones de dicho informe deben guiar la nueva revisión de la RAIPI.

- Revisión del marco internacional con énfasis en la Región de América Latina y el Caribe, en relación a otras rutas de atención, servicios priorizados para la primera infancia y monitoreo de atenciones y resultados.

- Elaborar una propuesta conceptual que tenga en cuenta las áreas del desarrollo de la Primera Infancia (0 a 8 años de edad), con las atenciones, servicios y entornos en los que deben ser garantizados. Esta propuesta debe contemplar el escenario ideal de atenciones y servicios y un mínimo de éstos según el contexto de Panamá y de la región. Al mismo tiempo, debe considerar un marco de monitoreo de resultados de implementación, un mecanismo para monitoreo nominal de atenciones y un plan quinquenal de implementación de la RAIPI con una propuesta de presupuesto estimado y responsabilidades.

- Implementación de metodologías participativas en la que se logre el consenso sobre la conceptualización de: atenciones, servicios y entornos conforme a la Ley y a la organización del Estado (competencias a nivel nacional y territorial), y según las áreas del desarrollo infantil por ciclo de vida (grupo etario).

- Realizar el mapeo de sectores y actores desagregados por territorio, en el marco de la apuesta conceptual. En este mapeo deberá incluirse los mecanismos de seguimiento actuales por sectores, actores, atenciones y servicios.

- Análisis de las condiciones territoriales para la implementación de la RAIPI actualizada y definición de estrategias para superar brechas y barreras (Bajo el consenso de las atenciones y servicios actualizados).

- Revisión de coberturas de atención de servicios y definición de metas (progresivas) para el plan quinquenal, propuesto en la Ley 171/2020 y con base en la propuesta de RAIPI validada y/o consensuada.

- Elaborar y presentar una propuesta de plan de trabajo (estrategias y acciones puntuales a corto y mediano plazo) para el cumplimiento de metas quinquenales por atenciones y servicios priorizados, según el marco conceptual validado.

- Elaborar una propuesta de sistema de monitoreo nominal (niño-a-niño) de las atenciones (que incluyan los servicios priorizados y validados en el consenso), conforme a los sistemas de información disponibles y al esquema de gobernanza del país y en cumplimiento de la Ley 171/2020. Esta propuesta debe considerar responsabilidades institucionales en el monitoreo nominal e indicadores a medir durante la secuencia de atenciones.

- Elaborar una propuesta para el monitoreo de productos y resultados de la RAIPI durante su implementación.

- Elaborar la infografía en la que se presente la RAIPI validada con los diferentes actores y sectores.

Nota: el proponente deberá tener en cuenta en su diseño metodológico:

- Diseño de instrumentos de recolección de la información cuantitativa y cualitativa.

- ü Especificar los métodos y herramientas a utilizar para el procesamiento y análisis de la información (cualitativa y cuantitativa).

- ü En caso de ser necesario especificar el tipo de muestra y representatividad de la información a recolectar y analizar.

- Trabajo de terreno: El proponente debe considerar todos los aspectos necesarios para el levantamiento de la información, incluida la convocatoria de actores y sectores en territorio, la coordinación con diferentes niveles del Estado, los materiales, papelería, espacios de trabajo, medidas de bioseguridad, internet y/o medios telefónicos, equipos de cómputo, entre otros.

#### Responsabilidades y Productos:

La consultoría será responsable del diseño, validación, implementación de las herramientas, recolección y análisis de datos, redacción del documento conceptual y operativo de la Ruta Integral de Atención para la Primera Infancia de Panamá. Para lo anterior, deberá:

- a. Elaborar el plan de trabajo y las estrategias que mitiguen los riesgos inherentes al levantamiento y análisis de la información requerida en la consultoría.

- b. Elaborar el marco conceptual y metodológico para la actualización de la RAIPI y que contemple los aspectos descritos en el aparte de metodología.

- c. Diseñar, pilotear y ajustar los instrumentos para la recolección de la información (cualitativa y cuantitativa).
- d. Mapeo de sectores, actores, atenciones y servicios desagregados por territorio.
- e. Preparar técnicamente las sesiones de trabajo, de los talleres participativos y realizar la sistematización de los resultados que conduzcan al consenso conceptual y operativo de la RAIPI.
- f. Presentar ante las instancias de gobierno y con el acompañamiento de UNICEF los avances y resultados del proceso.
- g. Elaborar y presentar los informes de avances y final con oportunidad y teniendo en cuenta las recomendaciones del equipo técnico de UNICEF, cumpliendo con el objetivo de la consultoría.

Perfil del equipo consultor:

Perfil del Consultor Principal/Coordinador:

- Profesional en psicología, trabajo social, salud pública, sociología/antropología, políticas públicas, ciencias sociales y/o de salud, economía u otras carreras afines con maestría en gestión de políticas públicas y/o formulación y evaluación de proyectos.
- Profesional con mínimo ocho (8) años de experiencia profesional de trabajo en formulación, diseño, ejecución y monitoreo de proyectos, con enfoque en derechos de la niñez y adolescencia.
- Profesional con experiencia comprobada en diseño y métodos de investigación cualitativa y cuantitativa relacionados con el objeto de la convocatoria y con conocimiento del contexto panameño.
- Habilidad en la redacción de documentos y análisis de información cualitativa y cuantitativa.
- Habilidad en formulación de proyectos y seguimiento del proceso.
- Habilidad de comunicación escrita y oral.
- Habilidad para trabajar y gestionar a múltiples equipos de trabajo.

Perfil del Consultor Especialista en Desarrollo Infantil:

- Profesional en psicología, trabajo social, sociología/antropología, leyes, políticas públicas, ciencias sociales u otras carreras afines con especialización y/o maestría en Políticas públicas y/o salud pública o Desarrollo Infantil Temprano.
- Profesional con mínimo cinco (5) años de experiencia profesional de trabajo en formulación, diseño, ejecución y monitoreo de proyectos relacionados con el objeto de la convocatoria.
- Profesional con experiencia comprobada en diseño y métodos de investigación cualitativa y cuantitativa. Habilidad en la redacción de documentos y análisis de información cualitativa y cuantitativa.
- Habilidad de análisis de documentos, comunicación escrita y oral.
- Se aprecia como una ventaja la experiencia previa en la elaboración de revisiones similares a nivel internacional o nacional.

Perfil del Consultor Especialista en Monitoreo y Evaluación:

- Profesional en economía, ingenierías y/o ciencias sociales y/o de salud con especialización y/o maestría en áreas relacionadas al diseño de sistemas de monitoreo y a la evaluación de políticas públicas.
- Profesional con mínimo cinco (5) años de experiencia profesional de trabajo relevante en el diseño de sistemas de monitoreo y evaluación de políticas sociales con enfoque de derechos humanos.
- Será considerado una ventaja si tiene experiencia previa en monitoreo y evaluación de políticas y sistemas de atenciones en la primera infancia.
- Habilidad en la redacción de documentos y análisis de información cualitativa y cuantitativa.
- Habilidad de análisis de documentos, comunicación escrita y oral.

#### Criterios de selección de la propuesta:

Los criterios de selección están basados en un porcentaje total de 100%, sobre la base de:

- Propuesta técnica (metodología y plan de trabajo) (50%)
- Perfil del equipo consultor (30%).
- Propuesta económica (20%).

(La propuesta económica deberá ser presentada en un documento separado con el costo de los productos).

#### Modalidad de Trabajo:

El contrato se cumplirá de forma presencial en el territorio de la República de Panamá, con visitas a terreno a nivel nacional, reuniones presenciales mensuales de reporte de avances en UNICEF de forma bilateral y/o en mesas de trabajo intersectorial y de forma remota cuando corresponda. Se espera la ejecución del contrato en un período no superior de siete (7) meses.

La consultoría será realizada en idioma español y ajustada al contexto nacional por lo que el equipo consultor deberá entregar los productos redactados en español, así como todos los instrumentos de recolección de información y comunicaciones entre el equipo consultor, la supervisión y contrapartes nacionales será realizada en español.

#### Condiciones de Pago:

· Sujeto a condiciones establecidas en el contrato. En el caso excepcional que la persona aplicante no tenga presencia física en Panamá, su propuesta económica deberá incluir los gastos de traslado hacia Panamá como sus gastos de estadía, alimentación, transporte y relacionados. El equipo consultor proponente esté basado en Panamá o no deberán contemplar en su propuesta económica los gastos de viajes internos en la República de Panamá, a nivel nacional, con motivo de la ejecución de la propuesta, puesto que se esperan la realización de viajes al interior del país.

· Pago contra entrega de producto y a entera satisfacción del supervisor de UNICEF. Para recibir el pago será necesario la entrega de factura de acuerdo con la normativa vigente de Panamá o del país donde se emita el documento.

· Los pagos se acreditarán en la cuenta del consultor y/o contratista aproximadamente 15 días después de entregada la factura a UNICEF.

#### Penalidades por mal desempeño:

El pago de honorarios al consultor y/o contratista de acuerdo con este contrato, incluidas las cuotas o pagos periódicos (si los hubiera), está sujeto al desempeño cabal y completo de sus funciones en virtud del presente contrato para tal pago a entera satisfacción de UNICEF.

#### Aplicaciones:

El oferente debe ser una institución con personería jurídica con su equipo de consultores, deben presentar una propuesta que contenga los aspectos técnicos y económicos como se indica en el punto de **CRITERIOS DE SELECCIÓN DE PROPUESTAS** de estos términos de referencia. Cada propuesta debe ir en documentos separados (UN PDF CON LA PROPUESTA TÉCNICA # PLAN DE TRABAJO, METODOLOGÍA Y HOJAS DE VIDA DE LOS CONSULTORES Y OTRO PDF SEPARADO CON LA PROPUESTA ECONÓMICA). De no presentarlo de esta manera su aplicación será inválida.

Es obligatorio la presentación de hojas de vida de cada consultor, se evaluará en base a las hojas de vida, no en base a la empresa de ser el caso.

Las instituciones/empresas interesadas deben enviar sus propuestas a la dirección de correo electrónico: [consultantpanama@unicef.org](mailto:consultantpanama@unicef.org) a que su aplicación sea válida, con referencia al nombre de consultoría a la cual está aplicando, antes de la fecha de cierre de aplicación.

Para más información, consultar la página web:

<http://www.unicef.org/panama/spanish/jobs.html>



## INSTRUCTION TO BIDDERS

### 1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

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

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

#### 1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

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

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

#### 1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

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

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

### 2. OPENING OF PROPOSALS

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

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

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

### 3. UNGM REGISTRATION

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

### 4. AWARD NOTIFICATION

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

##### Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

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

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

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

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

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

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

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

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

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

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

#### Inspection

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

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

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

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

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

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

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

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

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

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

#### Risk of Loss; Title to Goods

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

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

UNICEF staff and other personnel).

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

##### Representations and Warranties

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

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

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

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

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

##### Indemnification

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

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



## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

#### Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

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

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

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

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

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

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

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

#### Liability

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

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

##### Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

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

#### Confidentiality

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

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

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

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

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

#### End of Contract

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

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

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

#### 6. Termination; Force Majeure

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

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

##### Additional Termination Rights of UNICEF

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

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

#### Force Majeure

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

#### 7. Ethical Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 10. Notices

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

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

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

#### 11. Other Provisions

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

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

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

or joint venturers.

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

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

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

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

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

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

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

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

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

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

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

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