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REQUEST FOR PROPOSAL

LRFP-2021-9169915

20 September 2021

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

ANUNCIO DE CONSULTORÍA INSTITUCIONAL #PAN-21-005: Consultoría para la Elaboración de un Análisis de Situación de los Derechos de los y las Adolescentes en Panamá

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

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Verified By:



Milantia Mendieta Rodriguez

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Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Producto 3: En formato digital y en español, un documento que contenga el Análisis de Situación final.			
	Este Análisis de Situación final deberá contener, al menos, las siguientes secciones (la cantidad de páginas son estimados):			
	i. Presentación			
	ii. Resumen Ejecutivo (5 páginas)			
	iii. Introducción (1 página)			
	iv. Metodología Empleada (3 páginas)			
	a. Limitaciones			
	b. Consideraciones Éticas			
	v. Análisis de Contexto (3 páginas)			
	vi. Situación de los Derechos de las y los Adolescentes (15 páginas)			
	i. Salud y Bienestar			
	a. Análisis de vulnerabilidades: indicadores clave			
	b. Análisis de causalidad			
	c. Roles de los garantes de derechos: Estado, familias, sector privado.			
	d. Conclusiones			
	e. Recomendaciones operativas			
	ii. Protección			
	a. Análisis de vulnerabilidades: indicadores clave			
	b. Análisis de causalidad			
	c. Roles de los garantes de derechos: Estado, familias, sector privado.			
	d. Conclusiones			
	e. Recomendaciones operativas			
	iii. Educación, Aprendizaje y Cultura			
	a. Análisis de vulnerabilidades: indicadores clave			
	b. Análisis de causalidad			
	c. Roles de los garantes de derechos: Estado, familias, sector privado.			
	d. Conclusiones			
	e. Recomendaciones operativas			
	iv. Transición al Mercado Laboral, Emprendimiento y educación Superior			
	a. Análisis de Vulnerabilidades: indicadores clave			
	b. Análisis de causalidad			
	c. Roles de los garantes de derechos: Estado, familias, sector privado.			
	d. Conclusiones			
	e. Recomendaciones operativas			
	v. Participación			
	a. Análisis de Vulnerabilidades: indicadores clave			
	b. Análisis de causalidad			
	c. Roles de los garantes de derechos: Estado, familias, sector privado.			
	d. Conclusiones			
	e. Recomendaciones operativas			
	vii. Conclusiones generales (5 páginas)			
	viii. Recomendaciones de Política Pública (3 página)			

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

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

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 4 40

00040 1 Perf. unit

Producto 4: En formato digital y en español, una presentación en formato Power Point y video de 3 minutos que contenga el resumen final del estudio y sus hallazgos.

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SPECIAL NOTES

I. ANTECEDENTES

Según estimaciones del Instituto Nacional de Estadística y Censo (INEC), en Panamá hay 725,058 adolescentes entre 10 y 19 años, lo que representa el 17% de la población para el año 2020. La adolescencia es un período de rápido crecimiento físico, cognitivo, social y emocional, que se produce después de la niñez y antes de la edad adulta. Se trata de una de las etapas de transición más importantes en la vida del ser humano, que se caracteriza por el inicio de la pubertad y por un desarrollo neurológico similar al que tiene lugar en los primeros años de vida. La adolescencia es un momento crucial para la formación de la identidad individual, donde las relaciones y experiencias positivas y negativas pueden tener impactos duraderos en términos de bienestar, aprendizaje, desarrollo de habilidades, y participación en sus comunidades.

Si bien la adolescencia es una etapa de oportunidades, para muchos chicos y chicas, especialmente para aquellos en mayor situación de vulnerabilidad, la adolescencia es un período en el que las inequidades se ven exacerbadas y las oportunidades comienzan a reducirse. Se estima que 190,053 adolescentes en Panamá entre 10 y 17 años viven en pobreza multidimensional (MIDES, 2018). Esta población que vive en pobreza multidimensional experimenta entre 4.5 a 10 privaciones según los aspectos considerados como importantes para un desarrollo apropiado.

Al mismo tiempo, la educación formal y no formal desempeña un papel protector y de empoderamiento, decisivo para la realización de la transición exitosa de un adolescente a la edad adulta. En Panamá, muchos de los y las adolescentes en edad secundaria, especialmente aquellos en mayor situación de vulnerabilidad, no están cursando la educación secundaria y algunos de ellos nunca han entrado al sistema educativo, han salido antes de completar la primaria, o siguen en ese nivel.

Para el año 2019, según datos del Ministerio de Educación (MEDUCA), 9,2 mil adolescentes entre 12 a 14 años estaban fuera de la escuela, mientras que, entre 15 a 17 años eran 24,6 mil adolescentes y para los jóvenes entre 18 a 20 años esta cifra alcanzó los 57,3 mil. Aspectos como la sobre edad, rezago educativo y otros son claves para entender el fenómeno de exclusión educativa y para este mismo año se estima que cerca de 122 mil estudiantes que asisten a premedia y media, están en riesgo de abandonar la escuela. Por el otro lado, según un estudio del 2018 del Ministerio de Trabajo y Desarrollo Laboral (MITRADEL) y la Organización Internacional del Trabajo (OIT), el 17.2% de los adolescentes y jóvenes entre 15 y 24 años no cursa estudios, carece de empleo y no sigue un entrenamiento vocacional.

La participación de los y las adolescentes es uno de los principios rectores y un derecho fundamental en la Convención sobre los Derechos del Niño (CDN). En Panamá no existe mucha información sobre la participación de adolescentes en sus comunidades, políticas públicas o áreas de interés. Sin embargo, a través de mecanismos de participación local como grupos focales, los adolescentes han expresado no ser escuchados ni tomados en cuenta.

UNICEF tiene el mandato de promover la protección de los derechos de las niñas, niños y adolescentes, de apoyar a los Estados en establecer políticas y acciones para satisfacer sus necesidades básicas y de aumentar las oportunidades que se les ofrecen para que alcancen plenamente sus potencialidades. Para llevar a cabo este mandato, UNICEF se guía por lo dispuesto en la Convención sobre los Derechos del Niño (CDN) y se esfuerza por conseguir que esos derechos se conviertan en principios éticos perdurables y normas internacionales de conducta hacia los niños, niñas y adolescentes.

En su nuevo Programa País 2021-2025, UNICEF en Panamá implementa un eje programático dedicado al desarrollo y la participación de adolescentes. El enfoque en esta área es trabajar de manera integral en dos productos estratégicos, con el fin de contribuir a:

1. Aumentar el número de adolescentes que completan la educación secundaria y acceden a programas para el desarrollo de habilidades transferibles;

2. Aumentar el número de adolescentes que participan activamente del cambio social, demandan e implementan soluciones a sus problemas y los de sus comunidades.

Dado que la información disponible sobre la situación de los adolescentes y jóvenes, espacios de participación comunitarios e institucionales en Panamá es insuficiente, se hace necesario realizar un análisis de la situación de los derechos de los y las adolescentes (Situation Analysis o SITAN por sus siglas en inglés), que permita informar políticas y promover el trabajo en favor del desarrollo integral de los y las adolescentes. El Análisis de Situación debe tener un enfoque de equidad priorizando visibilizar a los y las adolescentes en mayor vulnerabilidad tales como adolescentes mujeres, indígenas, afrodescendientes, aquellos con discapacidad, en pobreza y/o migrantes.

Para el desarrollo de este Análisis de Situación se plantea utilizar como referencia la metodología 5x5 Plus, desarrollada por el Centro de Investigación Innocenti de UNICEF, misma que ha sido diseñada considerando los Objetivos de Desarrollo Sostenible (ODS) e incorpora indicadores para medir 5 dimensiones claves para el bienestar adolescente. Estas dimensiones son:

1. Salud y bienestar. Los adolescentes alcanzan el más alto bienestar físico y mental. Se debe incluir un análisis de acceso y calidad de servicios de salud adaptados a los y las adolescentes.

II. OBJETIVO DE LA CONSULTORÍA

Elaborar un documento de Análisis de la Situación de los derechos de los y las adolescentes en Panamá mediante la implementación de un proceso de investigación y producción de argumentos tanto a nivel general como específicos basado en los datos, informaciones, análisis de sus derechos y su bienestar. El análisis debe hacerse en base a los lineamientos y herramientas formuladas por UNICEF y debe permitir tomar decisiones para la formulación de planes, políticas, programas y proyectos con enfoque de equidad priorizando visibilizar a los y las adolescentes en mayor condición de vulnerabilidad como adolescentes mujeres, afrodescendientes, indígenas, con discapacidad, en pobreza y/o migrantes.

III. ACTIVIDADES ESPECÍFICAS A SER COMPLETADAS

1. Recopilar datos cuantitativos (indicadores) e información general y específica sobre la situación de los y las adolescentes, tanto cuantitativas, como cualitativas, así como los vacíos de información.
2. A partir del marco conceptual consensuado con UNICEF, identificar las principales vulneraciones que afectan a los y las adolescentes y visibilizar las brechas de desigualdades por edad, sexo, nivel socioeconómico, condición de migrante y otros factores de exclusión.
3. Profundizar el entendimiento de las brechas mediante un análisis de causalidad que permita explicar por qué existen estas vulneraciones y las inequidades respectivas, verificar tendencias y posibles proyecciones, para establecer conclusiones basadas en los hallazgos.
4. Realizar un mapeo de iniciativas, espacios de participación, marcos legales, actores y roles, así como generar evidencia sobre la percepción de actores (autoridades, adolescentes, sociedad civil, y otros) sobre el derecho a la participación.
5. Junto a UNICEF, propiciar las reflexiones operativas necesarias para analizar el contexto del país en torno a las acciones necesarias y factibles para el acceso pleno a los derechos de los y las adolescentes.
6. A lo largo de todo el proceso, implementar una estrategia de participación de grupos de interés y actores clave con hitos en las diferentes etapas del proceso de construcción del análisis de situación de los derechos de los y las adolescentes en Panamá. Se requiere la participación de un grupo diverso (entre 5-10 adolescentes) para el diseño, ejecución y presentación del Análisis de Situación.
7. Redactar un resumen ejecutivo publicable de máximo 5 páginas y elaborar un video de 3 minutos, que den cuenta de los principales hallazgos y áreas prioritarias de intervención.

IV. RESULTADOS TANGIBLES Y MEDIBLES

Se busca hacer un análisis de la situación de los derechos de todos los y las adolescentes en todo el territorio nacional de Panamá, con particular énfasis en aquellos en situación de exclusión por su sexo, etnia, condición de migrante o discapacidad. El proceso de investigación debe ser lo más amplio posible para abarcar todas las situaciones, derechos, vulneraciones y brechas en las 5 dimensiones de la metodología 5x5 Plus: 1) Salud y Bienestar, 2) Protección, 3) Educación, aprendizaje y cultura, 4) Transición al Mercado Laboral, emprendimiento o educación superior y 5) Participación.

Consideraciones Éticas

El estudio debe llevarse a cabo con los más altos estándares de integridad y respeto por las creencias, usos y costumbres del entorno social y cultural; los derechos humanos y la igualdad de género; y por el principio de "no hacer daño" en ninguna circunstancia.

El equipo consultor/empresa deberá respetar los derechos de las instituciones e individuos a proporcionar información de manera confidencial, deberán asegurarse de que los datos sensibles estén protegidos y que no se puedan rastrear hasta su origen; y deben validar las declaraciones contenidas en el informe final con quienes proporcionaron la información relevante. El equipo consultor/empresa deberá obtener el consentimiento informado para el uso de información privada de actores clave.

A efectos de lo descrito, el equipo consultor/empresa deberá orientar los procedimientos éticos del estudio con base en el documento Investigación Ética con Niños elaborado por Office of Research-UNICEF.

Control de Calidad y Entregables

La supervisión estará a cargo del Oficial de Educación y la Oficial de Monitoreo y Evaluación de UNICEF en Panamá. Además, los productos deberán incorporar las revisiones de la sección de Desarrollo y Participación Adolescente de la Oficina Regional de UNICEF para América Latina y el Caribe.

V. PERFIL REQUERIDO

Requerimientos mínimos:

Maestría

Profesional en ciencias sociales, económicas o políticas con estudios de postgrado y otras carreras afines.

Se aceptan propuestas de empresas o de equipos de consultores (en este último caso, liderado por un consultor principal quien somete la propuesta).

Es requisito que al menos un miembro del equipo tenga presencia en Panamá y conocimiento del contexto local. Además, se espera que alguno de los miembros del equipo acredite experiencia en los enfoques de género, equidad y transformación social. Todos los miembros deberán:

- . Dominar el idioma español hablado y escrito.
- . Dominar la lectura de literatura en inglés.
- . Habilidad para comunicación estratégica, capacidad de síntesis, producción y análisis de grandes temas y documentos.
- . Tener buena capacidad de redactar informes de manera clara y concisa.
- . Contar con publicaciones de estudios o investigaciones en temas de derechos humanos, infancia o adolescencia.
- . Tener experiencia previa realizando estudios para UNICEF, el Sistema de Naciones Unidas, otros organismos internacionales u ONG (deseable).
- . Experiencia en la conducción de análisis de situación de niñez y adolescencia para UNICEF (deseable).

Conocimiento/Experiencia/Habilidades:

· Consultor principal (quien somete la propuesta): Un profesional en ciencias sociales, económicas o políticas con estudios de postgrado y al menos 10 años de experiencia en la realización de estudios, investigaciones y análisis de política pública relativos a niñez y adolescencia. Se espera demuestre evidencia desarrollando investigaciones y publicaciones a nivel nacional o internacional de temáticas complejas (preferiblemente para UNICEF o el Sistema de Naciones Unidas u otros organismos internacionales).

Al mismo tiempo se deben acreditar entre los miembros del equipo al menos:

· Miembro 1 del Equipo: Un profesional en ciencias sociales con experiencia de al menos 5 años en programación, diseño de políticas públicas, análisis y/o investigaciones sobre desarrollo y participación adolescente.

· Miembro 2 del Equipo: Un profesional en ciencias sociales, económicas, políticas, otras carreras afines o con experiencia equivalente, con un mínimo de 5 años trabajando.

VI. CRITERIOS DE EVALUACIÓN DE PROPUESTAS

Consideraciones Metodológicas

Se espera un Análisis de Situación sucinto (máximo 35 páginas) y con potencial de incidir de manera práctica en programas y políticas públicas.

En primer lugar, se debe realizar una revisión de la literatura internacional, regional y nacional (desk review) que permita diseñar un marco de análisis y refinar las preguntas que guíen el estudio.

Luego de esto, se espera la identificación de indicadores cuantitativos y cualitativos (datos secundarios) que permitan dar cuenta de la situación de los y las adolescentes en las 5 dimensiones, así como un análisis de estos indicadores para arribar a conclusiones y recomendaciones de política pública.

También se espera un mapeo de 1) normativas y políticas públicas que promueven o son barrera para el desarrollo y participación de los y las adolescentes y 2) los espacios existentes y potenciales que deben ser amplificados para el desarrollo y la participación de esta población, especialmente de aquellos en situación de exclusión.

Finalmente, la metodología del análisis debe incluir la recolección de datos cualitativos primarios para validar/contrastar hallazgos a través de encuestas, entrevistas, diálogos, consultas, grupos focales y/o reuniones con contrapartes gubernamentales (Ministerio de Salud, Ministerio de Educación, Secretaría Nacional de Niñez, Adolescencia y Familia, Ministerio de Desarrollo Social, Ministerio de Cultura, Instituto Panameño de Deportes, Ministerio de Ambiente, Cancillería, Secretario Nacional para la Prevención de la Delincuencia juvenil SEPRED, Municipios entre otros), miembros de la sociedad civil, adolescentes mismos y sus familias. Se requiere la participación de un grupo diverso (entre 5-10 adolescentes) para el diseño, ejecución y presentación del Análisis de Situación.

Se esperan las siguientes consideraciones para guiar el Análisis:

Análisis de Contexto

Fuentes de Información Consideraciones

Análisis a partir de estadísticas de país disponibles, documentos oficiales, estudios específicos pertinentes, artículos, entre otros.

Se sugieren estadísticas de población del INEC y otras instancias gubernamentales, así como revisión de recomendaciones realizadas al país por el Comité de los Derechos del Niño y entrevistas a instituciones claves para entender el marco normativo y político que compete a esta población.

Esta sección debe incluir:

1. Contexto económico-social donde se desarrollan los y las adolescentes en Panamá, incluyendo los probables efectos del COVID-19.
2. Gasto público en adolescencia y sus desagregaciones, incluyendo un análisis de los efectos del COVID-19 en la presupuestación.
3. Demografía de la población: estructura por edad, sexo, distribución en el territorio, brechas subnacionales.
4. Marco normativo del derecho a la participación, incluyendo regulaciones del sector privado.

5. Verificar en qué medida el Estado Panameño ha cumplido con abordar las observaciones de la CDN.
6. Análisis migratorio, de población sin documentación y en situación irregular.
7. Análisis de la situación del cambio climático y su afectación en la adolescencia.

Situación y Vulneraciones por Derecho (Dimensión)

Análisis de cada dimensión con base en las estadísticas oficiales del país provenientes de encuestas nacionales, registros administrativos y sistemas estadísticos oficiales. Asimismo, deberá incorporarse información cualitativa proveniente de estudios específicos en los casos en que las estadísticas oficiales no prevean información suficiente para cubrir todas las dimensiones, verificando siempre la calidad de estas.

Se requiere contrastar/validar los hallazgos a través de reuniones, encuestas, entrevistas, grupos focales, talleres o consultas con gobierno, sociedad civil, adolescentes mismos y sus familias.

La información debe evidenciar las inequidades por diferentes condiciones, como el sexo, grupos de edad (adolescencia temprana o tardía), condición socioeconómica, etnia, territorio, condición de migrante o discapacidad.

Para los casos donde existiera información disponible y oficial, se deberán abordar los posibles impactos del COVID-19 sobre los indicadores pertinentes.

La definición de los indicadores y sus desagregaciones serán consensuadas con el equipo de UNICEF.

Análisis de Causalidades y Roles de los Garantes de Derecho

Este análisis requiere triangular y analizar los hallazgos presentados anteriormente y validar/contrastar los mismos a través de consultas, diálogos, entrevistas, grupos focales o reuniones con contrapartes. Se requiere configurar una estrategia de participación e interacción con los actores clave y su vinculación con el proceso de construcción de este análisis. Este análisis debe permitir identificar las causas inmediatas, subyacentes y estructurales de las vulneraciones de los derechos de los y las adolescentes. Se sugiere abordar el análisis de las causas para cada una de las 5 dimensiones, además de evidenciar aspectos de interdependencia, interseccionalidad y superposición de las inequidades, privaciones y discriminaciones de grupos específicos.

Por otro lado, también se debe realizar un análisis de los principales cuellos de botella que impiden la realización de los derechos. Aquí se sugiere abordar la identificación de los cuellos de botella en las siguientes dimensiones: a) el entorno habilitante (leyes y normas, presupuesto público, normas sociales), b) la oferta (recursos humanos, equipamiento e infraestructura, información, calidad de los servicios) y, c) la demanda (prácticas, acceso financiero). El análisis incluirá los efectos sociales y económicos de la pandemia Covid 19 en las distintas vulneraciones analizadas y se abordará si agrava o no los cuellos de botella existentes o que genera otros nuevos.

El análisis de roles de los garantes de los derechos forma parte del análisis de causalidad de las vulneraciones. Este análisis de roles debe cubrir los siguientes actores:

- a. Entidades del Estado: ¿en qué medida están cumpliendo con garantizar la realización de los derechos de las y los adolescentes? ¿con qué fortalezas cuentan y qué debilidades tienen para cumplir con este rol? ¿en qué medida los profesionales tienen las habilidades/formación/interés para brindar servicios a esta población?
- b. Familias: ¿en qué medida tienen las habilidades para cumplir con sus responsabilidades parentales? ¿Con cuáles fortalezas cuentan y cuáles debilidades tienen para cumplir con este rol?
- c. Sector privado: ¿en qué medida las operaciones de las empresas están generando impactos positivos o negativos en la realización de los derechos de los y las adolescentes?

Este análisis debe pasar por la visualización de oportunidades y desafíos que el contexto respalda, y debe culminar con una sección de conclusiones que establezca de manera sintética y directa los hallazgos, integrando los diversos elementos del análisis causal, los cuellos de botella y el análisis de roles.

Preguntas Guía
Análisis de Contexto

- ¿Cómo se ve la población adolescente afectada por las leyes nacionales; por políticas (incluyendo su presupuestación); por conflicto; y/o por factores económicos, sociales y ambientales que conducen a inequidades?
- ¿Cómo contribuye el contexto nacional amplio a los derechos y el bienestar de los y las adolescentes? Y, por el contrario, ¿qué factores macro agravan las desigualdades? ¿Qué soluciones innovadoras están acelerando el desarrollo inclusivo?
- ¿Cómo están cumpliendo sistemáticamente las instituciones (regionales, nacionales, subnacionales, privadas, públicas, religiosas, comunitarias, etc.) sus obligaciones en materia de servicios inclusivos y propiciando oportunidades para los y las adolescentes?
- ¿Qué factores específicos han contribuido a la realización de los derechos y el bienestar de los adolescentes? ¿Cuáles son las principales violaciones de los derechos de los y las adolescentes en el país?
- ¿Existen en Panamá adolescentes y jóvenes afectados por el cambio climático o que podrían verse afectados?

Situación y Vulneraciones por Derecho (Dimensión)

- ¿Qué progreso se ha alcanzado en el logro de los derechos y el bienestar de la adolescencia en esta dimensión, según se define en el contexto, la literatura, los datos cualitativos y los indicadores nacionales?
- ¿El progreso ha sido desigual? ¿Qué tan grandes o profundas son las privaciones que enfrentan los grupos con mayores niveles de marginalidad, como mujeres adolescentes, los que viven con altos niveles o múltiples dimensiones de pobreza, adolescentes con discapacidad, adolescentes indígenas, adolescentes afrodescendientes, adolescentes migrantes, entre otros? ¿Cuáles son los grupos que se quedan atrás, dónde y por qué? ¿Quiénes, entre la adolescencia que se está quedando atrás, enfrentan privaciones y desventajas severas, o múltiples formas de discriminación que les hacen probablemente tener mayor rezago?

CRITERIOS DE SELECCIÓN:

Los siguientes documentos deben ser adjuntados para postularse a la presente consultoría:

- Propuesta Técnica y Experiencia (80%):
 - o Adjuntar una propuesta técnica de cómo se organizará el trabajo, desde la escritura del informe inicial hasta el análisis de los resultados para el reporte final de la evaluación (60%).
 - o Adjuntar hoja de vida actualizada del equipo de evaluadores (10%). Se debe adjuntar la hoja de vida de todos los miembros del equipo. La propuesta técnica debe especificar el rol de cada persona en la evaluación.
 - o Adjuntar comprobación por medio de contratos o cartas de satisfacción en temas de investigación y de métodos de investigación de todos los miembros del equipo (10%).
- Propuesta Económica (20%)
 - o Adjuntar una propuesta económica detallada por producto. La propuesta debe desglosar el número de días trabajado para cada producto y la tarifa por día, los costos de viajes nacionales e internacionales, per diem, seguros, costos administrativos y operacionales.

VII. DURACIÓN ESTIMADA DEL CONTRATO INSTITUCIONAL

Cinco meses a partir de la firma del contrato.

VIII. LUGAR DE TRABAJO

Ciudad de Panamá. La consultoría es para la oficina de Unicef Panamá y la persona jurídica puede ser local o/e internacional radicada en Panamá.

La persona jurídica debe tener flexibilidad para reuniones en las oficinas de Unicef Panamá o bien en

donde se disponga en la Ciudad de Panamá.

En el caso que la persona jurídica no tenga presencia física en Panamá, su propuesta económica debe incluir los gastos de traslado hacia Panamá como gastos de estadía, además gastos de viajes internos en Panamá, de los profesionales a cargo de la consultoría.

IX. COSTOS DE PRODUCTOS Y CONDICIONES DE PAGO

Esta es una consultoría de #todo incluido.# Se espera que el costo del producto (s) incluya (n) cualquier gasto relevante para la ejecución de la consultoría.

Pagos contra entrega de producto (s) y a satisfacción del supervisor de Unicef Panamá. Para recibir el pago será necesario la entrega de factura original de acuerdo a la normativa vigente de Panamá o del país donde se emita el documento.

Los pagos se acreditarán en la cuenta del proveedor después de entregada la factura a Unicef Panamá, de acuerdo a los términos y condiciones generales de pago de Unicef.

El pago al proveedor de acuerdo con el contrato estará sujeto al desempeño cabal y completo de las actividades y productos esperados en virtud del contrato a entera satisfacción de Unicef Panamá.

X. APLICACIONES

El oferente será una persona jurídica y debe presentar una propuesta que contenga los aspectos metodológicos y técnicos para realizar la consultoría, el equipo consultor con sus hojas de vida, así como propuesta económica que incluya costos de la consultoría. Las propuestas deben ser presentadas en español. La propuesta técnica debe estar en archivo separado de la propuesta económica.

Las propuestas y documentación requerida deberán ser enviada al correo electrónico: consultantpanama@unicef.org con referencia al número y nombre de la consultoría a la cual está aplicando, antes de la fecha de cierre. Para cualquier consulta, contactar a través de ese mismo correo electrónico.

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

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, as may be updated from time to time.

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

2. Delivery; Inspection; Risk of Loss

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

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

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

Inspection

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

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

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

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

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

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

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

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

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

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

Risk of Loss; Title to Goods

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

3. Price; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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

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

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

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

UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

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

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

Indemnification

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

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

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

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

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

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

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

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

Liability

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

5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

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

Confidentiality

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

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

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

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

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

End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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(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).

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.