

LRQS-2024-9191547

Infrastructure Needs Assessment with detailed Engineering Projects for the Agostinho Neto school, playgrounds, and the Ministry of Education office

Purpose of Assignment	Identify a reputable Architecture and Engineering Company and establish an institutional contract for the supply of technical expertise to UNICEF to carry out an Infrastructure Needs Assessment with detailed Engineering Projects for rehabilitation works at the Agostinho Neto school, playgrounds, and the Ministry of Education office.	
Location of Assignment	Guinea-Bissau	
Duration of contract	6 weeks	
Start date	From: August 2024	To: September 2025
Reporting to:	Chief Education Programme	

UNICEF Guinea Bissau intends to recruit a reputable Architecture and Engineering Company and establish an institutional contract for the supply of technical expertise to UNICEF to carry out an Infrastructure Needs Assessment with detailed Engineering Projects for rehabilitation works at the Agostinho Neto school, playgrounds and the Ministry of Education office.

In this context, UNICEF invites Institutions interested in participating in the Request for Proposal for services, LRQS-2024-9191547.

Participation in this tender is open on equal terms to all institutions specialized in the above-mentioned field and are holders of a regular license and in accordance with the rules of the public administration.

The Terms of Reference for the bid are attached to this link, and can also be collected at UNICEF BISSAU, United Nations Building – Rua Rui Djassi, 2nd Floor from 9:00 am to 5:00 pm from Mondays to Thursdays, or they can be requested by sending a message to the mail bissausupply@unicef.org.

Interested bidders are invited to submit their technical and financial bids as two separate documents, as follows:

- 1. LRQS-9191547 - Technical Proposal***
 - a. Complete the Form and Declaration (pages 3-5): LRQS-2024-9191547- Form and Declaration***
- 2. LRQS-9191547 - Financial Proposal***

Bids must be submitted no later than Wednesday 7 August 2024 at 23:59 local time and be mailed to bissausupply@unicef.org.

The opening of bids will be on Thursday, 8 August 2024 at 15:00 local time. For any general or technical clarification, contact the UNICEF Bissau Office at bissausupply@unicef.org.

Note: To optimise your institution's chances, please ensure that your technical bid is compliant/aligned with the requirements in the Technical Evaluation Criteria.

PRE-BID MEETING: All interested companies are invited to a pre-bid meeting at the UNICEF Guinea Bissau Conference room on Tuesday 23rd July 2024 at 10:00h. Kindly confirm your presence via an email message to bissausupply@unicef.org

QUOTATION FORM

The form must be completed, signed and returned to UNICEF. Quotations must be made in accordance with the instructions contained in in this Request.

The attached UNICEF's General Terms and Conditions for Institutional and Corporate contracts will apply to any resulting service contract.

The Undersigned, having read the Terms and Conditions of QUOTATION No. LRQS-2024-9191547 set out in the attached document, hereby offers to execute the services specified in the schedules at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Currency of Proposal: _____

Validity of Proposal: _____

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

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____
Other _____

Quotation to be addressed to:

Dexter Cooper / Saidi Kagaba

Telephone:

Email: dcooper@unicef.org

Declaration

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

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

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

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

1. BACKGROUND AND CONTEXT

Since Guinea-Bissau's independence from Portugal in 1974, the nation has been plagued by severe political instability, with nine successful coups since 1980. This constant upheaval has made Guinea-Bissau one of the most coup-prone and politically unstable countries globally. The frequent changes in government and high turnover in key ministries, including the Ministry of Education, have significantly undermined public administration. Despite the acute need for public services—68.4% of the population lives below the poverty line and only 43% of adults are literate—Guinea-Bissau remains near the bottom of the Human Development Index (HDI), ranked 177th out of 190 countries in 2021.

Although the right to education is guaranteed by the 1984 Constitution (amended in 1996) and the 2010 Basic Education Law, access to quality education in Guinea-Bissau is severely limited and unequal. Structural barriers result in widespread educational exclusion. UNICEF data from 2019 reveals that a significant number of children are out of school: 27.7% of primary school-age children (26% of whom are girls), 23.3% of lower secondary school-age children (26% of whom are girls), and 31.9% of upper secondary school-age children (36% of whom are girls) do not attend school.

For those who do attend, the quality of education is inadequate. Primary school completion rates are alarmingly low, with only 27% of children (25.1% of girls) finishing primary education, reflecting one of the lowest completion rates worldwide. Nearly 75% of girls in Guinea-Bissau do not complete the 6th grade. Contributing factors include late school entry (with children averaging four years behind the official school age), high repetition rates (over 20% in primary education), and insufficient school infrastructure. A 2015 Education Sector Analysis found that only 25% of primary schools offer grades 1 through 6.

Secondary education faces similar issues, with the upper secondary completion rate at just 10.8% (8% for girls). Poor infrastructure, exacerbated by seasonal flooding and water leaks, disrupts schooling, leading to frequent absences and interruptions. Overcrowded classrooms further impede the learning process.

The quality of education is also compromised by outdated curricula and inadequate teacher training. Although the Basic Education Curriculum Reform Process (RECEB) was launched in 2015 to develop new curricula and materials, progress has been slow, with only grades 1 to 4 nearly complete as of 2023. Teacher training remains inconsistent and poorly coordinated, using curricula that lack comprehensiveness and alignment.

The rapid growth in Bissau's population—from 224,789 in 2021 to 525,478 in 2023—has not been matched by an increase in public recreational infrastructure. Existing facilities are poorly managed and maintained, limiting opportunities for children to engage in sports and recreational activities. This lack of public spaces restricts children's development beyond academics.

UNICEF has highlighted the importance of sport, recreation, and play in supporting the holistic development of children and young people. Since 2000, UNICEF's Sport for Development (S4D) approach has used sport to foster personal and social development. This approach aligns with UNICEF's framework of key competences—autonomy, social and citizenship competences, learning competences, and employment competences—by promoting educational, social, and leadership skills, improving health and well-being, and ensuring the right to play.

In summary, Guinea-Bissau's education system is hindered by structural constraints which severely limiting educational access and quality. The absence of adequate recreational infrastructure further compounds these issues. Integrating Sport for Development strategies could address these challenges, enhancing educational outcomes and providing crucial developmental opportunities for the country's children and young people.

2. JUSTIFICATION AND PURPOSE OF THE AWARD

To improve the school environment, the Education section, in coordination with Operations, has a plan to carry out an in-depth technical assessment of the target sites. This mission will carry out a detailed needs assessment and engineering assessment of the buildings and recommend suitable designs, technical specifications, bill of quantities and cost estimates on the materials required by site, as well as the Playground facilities to be upgraded through new construction or rehabilitation. The study will ensure that the facilities in which services are provided by the project will be preferred for rehabilitation and modernization, thus linking infrastructure activities and service delivery.

3. KEY PLAYERS

The Company is expected to work effectively with all stakeholders and members of the Technical Team, including but not limited to: Government Representatives, Ministry of Education (MOE), UNICEF Education Programme Officer, UNICEF Engineers, AFD representatives, School Director and Teachers, implementing partners and local stakeholders such as school committees, among others.

4. SCOPE OF WORK

The scope of work under the assignment includes complete architecture, quantitative surveying of the school's classroom, offices, sports facilities, and needs-based supply, architectural design, plans, and cost estimates. The key task of the mission is to provide technical expertise to UNICEF "to carry out an Infrastructure Needs Assessment with detailed Engineering Projects for rehabilitation works at the Agostinho Neto school, playgrounds and the Ministry of Education office" (including an Environmental and Social Management Framework. The company must perform the following functions:

1. Liaise with team members consisting of School Principal and Teachers, Government and UNICEF staff to validate available assessments and seek information on school needs based on the school's spatial requirements.
2. Consult with principals, teachers, and school committees about possible options for each of the project locations.

Task 1: Site assessment and documentation

The Quick Assessment provides basic information about existing buildings and playgrounds. Consultant to visit all possible sites and locations for construction in close consultation with the Ministry of Education, UNICEF programme staff and relevant government authorities, ensuring that the needs and project brief are fully understood.

Evaluate the characteristics of all existing project sites and structures to recommend in rehabilitation works. During the site visit, conduct an initial environmental and social risk screening for the construction and operation of facilities.

1. Examine the building plans, proposed sites and proposed scope of schools and determine if appropriate, taking into account the local context and long-term maintenance and usability.
2. Make recommendations and prioritize rehabilitation works of existing structures and advise on the scope of the project.

3. Make recommendations on sites to be rehabilitated/renovated based on project feasibility and budget, focusing on facilities where service provision is funded as part of the project.
4. Study the local Standards and Specifications for construction. Recommend improvements, where necessary, and develop updated specifications for proposed projects, as needed.
5. In consultation with partners, involve local communities in the review and planning process and propose modalities to involve them during construction and maintenance.
6. Landscaping.

Presentation:

The information collected during the site visits must be finalized and submitted to the "Education Section". The assessment report will include a draft social and environmental impact assessment report, designs/drawings for each facility, and detailed quantity lists for each facility.

Task 2: Environmental and social impact assessment

Define and conduct the relevant scope of environmental and social factors to investigate, identify the environmental and social risks related to the construction and operation of facilities and identify the corresponding potential environmental and social impacts, discuss risk factors and propose mitigation strategies, evaluate the project and propose environmental and social mitigation strategies to be implemented. Risk screening, impact identification and mitigation measures should cover risks related to the works and any physical or economic impact on the local population, as well as risks related to construction activities (i.e. working and working conditions, occupational health and safety, public health and safety).

The ESMF will cover the preparation, construction and operation of the projects and will include a draft Environmental and Social Management Plan (ESP, including accompanying provisions); The ESMF establishes the principles, guidelines and procedures for assessing environmental and social risks and proposes measures to reduce, mitigate and/or compensate for potential adverse environmental and social impacts and increase positive impacts and opportunities for all interventions under the Project. The ESMF will be developed in accordance with national legislation and international E&S standards, as required by AFD's Sustainability Directive

Presentation:

Submit a full report on the environmental and social impact assessment report, along with detailed recommendations and mitigation factors.

Task 3: Technical support to UNICEF in the tender process

Support the UNICEF project management team through

1. Provision of design and specification for the proposals, including presentation to the proponents during the applicant workshop.
2. Respond to technical questions from bidders and

3. Support the UNICEF supply team in the evaluation of proposals and analysis of the proposals submitted.

5. EXPECTED RESULTS

The Company will submit the following reports for the works mentioned in the context of the above works:

Tangible results	Expected duration
1. Site assessments and technical reports Infrastructure shall include, but not be limited to: Structural elements of the buildings, soil conditions, pavement conditions, internal and external walls, roof structure, state of trusses and slabs, mechanical and electrical condition, water supply and drainage system, state of rooms/spaces to comfortably accommodate the number of users according to the Bissau standard educational guidelines. Rehabilitation and construction of gender-sensitive toilets and access for the disabled, 1. Sanitation services (latrines, sewers, waste disposal and drainage), 2. Handwashing facilities 1. Overall improvement of the school's physical environment. 2. Architectural/engineering drawings for construction package for each of the components by school, drawings with section, elevation and detail work drawings. 3. Door and window schedules 4. Structural drawings for construction: foundations, structural design, calculations and details. 5. Prepare lists of quantities, engineering cost estimates and standard technical specifications.	3 weeks
6. Presentation of compiled document and final report This will include the full environmental impact report	2 weeks
7. Technical support to the tender process	1 week

6. TIME-LINES

Phase 1: The assignment will have a total duration of 6 weeks – August to October 2024.

Phase 2: The submission of the report will last 4 weeks.

Phase 3: Support for the competition will cover 1 week.

7. TOOLS AND EQUIPMENT

The Company will provide all the tools, instruments, transportation, and equipment necessary to perform the services according to the scope of the works. These shall be available for use by the Company during all service operations.

8. REPORTING

The Company will report directly and administratively to UNICEF's Deputy Operations Representative and Head of Education section. They will submit monthly status reports covering sites completed in the previous 4 weeks. Within 1 week of the contract being issued, the UNICEF project team will meet with the consulting firm to agree on a reporting modality and schedule. The Company will have to ensure that the results are presented according to the agreed schedule.

9. MINIMUM ORGANISATIONAL REQUIREMENTS

9.1 OFFICE

During the duration of the project, it is planned that the Company will establish an office in Bissau. This office must be equipped with minimum operating facilities (computer, printer, telephone fax and Internet mail connection).

9.2 PERSONNEL

At the proposal submission stage, the consulting firm will present a staff structure with qualified, experienced, and competent professionals at the indicated levels and positions. The specific personnel required for the duration of the project include, but are not limited to:

The engineering consulting firm and/or the company's key team members of consultants for this assignment will have a track record of at least five years of involvement in similar projects related to infrastructure needs assessment, developing architectural projects.

1. The consulting firm has a local office in Bissau with a local presence in Bissau
2. Project Manager who is a Civil Engineer with more than 5 years of experience
3. A team of construction technicians to carry out the survey with more than 5 years of relevant experience
4. Must have satisfactorily completed at least three works of a similar nature in education-related infrastructure works, public or private sector works, in the last three (3) financial years. Experience working on similar large projects desirable.
5. Proven knowledge and experience in preparing tender specifications for public service projects is essential.
6. A high level of interpersonal skills, management skills, integrity and the ability to work with complex teams.
7. Proven ability to work under pressure and meet tight deadlines with minimal supervision.
8. Excellent written and oral communication skills in English, demonstrated ability to deliver effective presentations to diverse audiences.
9. Proficiency with AutoCAD or other relevant computer-aided design software, Excel and MS Word required, familiarity with other software programs an advantage.
10. The company should not have been excluded or blacklisted by any State/Central Government authority. The applicant will undertake to that effect.

A Specialist in Environmental and Social Sciences Minimum Bachelor's degree in environmental engineering, or similar advanced degree from an internationally recognized tertiary institution; a

postgraduate qualification in environment, social development, gender will be an advantage; At least 5 (five) years of professional experience in environmental management; experience in the preparation of non-negotiable ESF guidelines and reports;

Proficiency in MS Word, MS Excel are expected; the ability to move within schools and in the coins;

10. PAYMENT

The type of payment schedule of the contract will be either as a lump sum or work-based compensation. In the case of a progressive payment scheme, the payment schedule will be associated with each main stage/result.

1. The payment schedule will be as mentioned in the table below:

No.	Payment Framework Evaluation (Task/Result)	% of Total Payout
1	Setting up and mobilising the project team to the site, presentation of the detailed assessment plan and reporting schedule	10%
2	Design and construction documentation submitted for non-objection	40%
3	Environmental Impact Reporting	40%
4	Preparation and support for the tender process	10%

When invoicing, all invoices must attach a copy of the signed Work Orders completed during that month. Concurrent Service Orders must bear the signature of the Consultant's Manager. Invoices must be sent in original and three (3) copies to the UNICEF Supply team. All payments will be paid in the currency of the service provider.

Qualification Requirements

Specifies the professional requirements of the individual(s) and/or team(s) for the assignment including required experience, skills and qualifications; if applicable:

- Number of requested experts per category (e.g. team leader, supervisor...etc.) and number of man-days per expert
- Profile required (education, experience, references, category of each expert and working language(s))
- Refer to **TECHNICAL EVALUATION CRITERIA** table below

Evaluation process and methods

- Minimum Technical Qualification Score - **70%** of the Technical Points
- Technical evaluation criteria. Please refer to below table as technical criteria and relative points

First, the Technical Proposals will be evaluated. The Technical Proposal was allocated a total possible score of 70 points (pt) using following criteria. Technical Proposals receiving 70% of obtainable points (49 pt) or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered not technically compliant and non-responsive, will not be given further consideration.

ITEM	TECHNICAL EVALUATION CRITERIA	MAX OBTAINABLE POINTS
1	Mandatory requirements:	Qualified/Disqualified
1.1	Valid Tax clearance certificate (Certidao de quitacao)	Yes / No
1.2	Valid business license (Licensa)	Yes / No
1.3	Valid government documents (Documentos administrativos)	Yes / No
2	Overall Response	10
2.1	<i>Completeness of response</i>	5
2.2	<i>Overall concord between TOR/needs and proposal</i>	5
3	Company and Key Personnel	40
3.1	The firm has an office in Bissau equipped with minimum working facilities	5
3.2	Range and depth of organizational experience with similar projects showing samples of work in the past 10 years including information on project value, location and client name	5
3.3	<u>Project Manager:</u> <i>Do they have:</i> Minimum Bachelor Degree in Architecture / Engineering with more than 5 years of experience; experience working on projects of a similar scope; Knowledge of AutoCAD or similar drafting software; Written and Verbal abilities in English, French and/or Portuguese.	10
3.4	<u>Architect:</u> <i>Do they have:</i> Minimum of Bachelor degree with more than 5 years' experience; experience working on projects of a similar scope; Knowledge of AutoCAD or similar drafting software; Written and Verbal abilities in English, French and/or Portuguese.	5
3.5	<u>Civil Engineer:</u> <i>Do they have:</i> Minimum of Bachelor degree with more than 5 years' experience; knowledge of local building construction techniques and standards; Knowledge of AutoCAD or similar drafting software; Written and Verbal abilities in English, French and/or Portuguese.	5
3.6	<u>Electrical Engineer:</u> <i>Do they have:</i> Minimum B.E. (Electrical) having minimum 5 years of experience or Diploma (Electrical) having minimum 10 years' experience; experience designing electrical plans; Written and Verbal abilities in English and Portuguese	5
3.7	<u>Environmental and Social Science Expert:</u> <i>Do they have:</i> Minimum bachelor's degree in environmental engineering, or similar advanced degree from an internationally recognized tertiary institution; a qualification in environment, social development, gender will be an advantage; At least five (5) years professional experience in environmental management; experience in producing ESMF guidelines	5

	and reports; Written and Verbal abilities in English, French and/or Portuguese.	
4	<i>Proposed Methodology and Approach</i>	20
4.1	Methodology on how to approach site assessment, design solution, equipment and technology used, modality of presentation, innovative approach to design and presentation	10
4.2	Work plan showing in detail time periods for site survey/assessment, design documentation, preparation for design and environment report.	10
TOTAL TECHNICAL SCORE		70
TOTAL FINANCIAL SCORE		30
SUMMARY OF TECHNICAL & FINANCIAL SCORE		100

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

FINANCIAL EVALUATION (30 points)

For clarification on evaluation and payment purposes, the financial offer MUST BE PRESENTED in the following format:

LRQS – 9191547 – Financial Proposal		
No.	OUTPUT	Amount
1	Site assessment report	
2	Design, BoQ and standard specifications document	
3	Environmental Impact Report	
4	Support for the UNICEF tender process	

Only those financial proposals for bidders which have been technically accepted according to the above criteria will be opened. The Financial proposal will be weighted based on the clarity and appropriateness.

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

$$\text{Score for price proposal X} = \frac{\text{Max. Score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

The Contract shall be awarded to a bidder obtaining the highest combined technical and financial scores. Proposals not complying with the terms and conditions contained in this ToR, including the provision of all

required information, may result in the Proposal being deemed non-responsive and therefore not considered further.

11. ASSURANCE AND RISK MITIGATION

Security is not a problem that works in the City of Bissau. The company will have an institutional contract and will be responsible for the safety of its staff/consultants. However, in the region, the company will be linked to the UN security system so that it receives regular security updates and is monitored by the UN security team. If the company does not have its own security arrangements, it will be referred to well-known security companies to support its transportation to and from the facility.

When invoicing, all invoices must attach a copy of the signed Work Orders completed during that month. Concurrent Service Orders must bear the signature of the Consultant's Manager. Invoices must be sent in original and three (3) copies to the UNICEF Supply team. All payments will be paid in the currency of the contracted vendor.

12. TERMINATION OF THE CONTRACT

This Agreement begins on the Commencement Date and ends upon payment of the last instalment of the Contract Price; provided, however, that either Party may exercise its right to early termination in accordance with this Agreement.

12.1 TERMINATION BY UNICEF

UNICEF may terminate this Agreement at any time upon thirty (30) days' prior written notice to the Contractor if, in UNICEF's opinion, it is in UNICEF's interest to do so.

If you/contractorⁱ fail, in whole or in part, to perform any of your obligations under this Agreement in a timely manner, UNICEF may, upon notice to you, require you to comply with those obligations. If (a) you fail to comply with these obligations within thirty (30) days of receipt of such notice, or (b) you have become insolvent or have taken steps to make an accommodation with your creditors by reason of an inability to pay your debts as they fall due, or (c) if your control changes for any reason, including by reason of insolvency (each a "Default Event"), then UNICEF may, without prejudice to any other rights or remedies and notwithstanding any suspension, terminate this Agreement with not less than fourteen (14) days' written notice to you.

12.2 UPON TERMINATION OF THIS AGREEMENT

(a) The Contractor shall take immediate steps to terminate its services in a prompt and orderly manner and to reduce losses and minimise additional expenses;

(b) The Contractor shall be entitled, except in the event of default by the Contractor/contractor, to be paid for the work satisfactorily completed on the Works and for the materials delivered on the Site from the date of termination, plus the actual and substantiated costs resulting from commitments made prior to the date of termination, as well as any reasonable and substantiated direct costs incurred by the Contractor as a result of the termination, but you shall not be entitled to receive any other payment or additional payment, or any damages for termination hereunder. In the event of this Agreement between the Parties regarding the

existence of a Default Event, the matter shall be resolved in accordance with the provisions of Article 55 of this Agreement.

12.3 TERMINATION BY THE CONTRACTOR

If UNICEF fails, in whole or in part, to comply with any of its obligations under this Agreement in a timely manner, you may, upon notice to UNICEF, require UNICEF to comply with those obligations. If UNICEF fails to comply with these obligations within thirty (30) days after receipt of such notice, you may terminate this Agreement by giving not less than fourteen (14) days' written notice to UNICEF. In the event of this Agreement between the Parties as to whether UNICEF has complied with such obligations, the matter shall be resolved in accordance with the UNCITRAL Conciliation Rules then in force, or in accordance with any other procedure that may be agreed between the Parties.

Upon termination of this Agreement pursuant to this Article, the provisions of Article 11.1.1(a) and (b) of this Agreement shall apply.
