

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2025-9196176

11 March 2025

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Consultancy Assignment for an International Evaluation Agency to Conduct the Impact Evaluation (IE) of the Rupantaran Programme"

Supply Unit
UNICEF Nepal Country Office
P.O.Box 1187
UN House, Pulchowk
Lalitpur, Nepal

IMPORTANT - ESSENTIAL INFORMATION

The RFPs reference must be shown on the email title containing the offer.

THE SUBMISSION OF RFPs SHOULD BE DONE VIA EMAIL, THE SUBMISSION DULY STAMPED AND SIGNED ELECTRONICALLY IN PDF FORMAT AND SENT TO nepbid@unicef.org -Please see pages 25-26 for details bid instruction.

BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION. You are welcome to enclose your own additional details etc., if necessary. However, failure to complete the attached form or failure to complete the details as requested will result in invalidation.

Offers MUST be received before midnight **24:00hrs (Nepal Time) on 03 April 2025**. RFPs received after the stipulated date and time will be INVALIDATED.

A virtual pre-bid meeting will be held at **11:00 hrs (Nepali time) on 17 March 2025** to address any queries/comments on the RFP.

Team Link:

<https://events.teams.microsoft.com/event/3a1186a0-8fa9-4a67-ae80-8e653a1d08ac@77410195-14e1-4fb8-904b-ab1892023667>

BIDS WILL ONLY BE ACCEPTED IN THE CURRENCY STATED IN THE ENCLOSURES TO THE INVITATION. BIDS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Sumita Shrestha

11-03-2025

Date: _____

Sumita Shrestha

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : sumshrestha@unicef.org

Approved By:

Yanti Rosita Imelda Pasaribu

11-03-2025

Date: _____

Yanti Rosita Imelda Pasaribu

REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2025-9196176** set out in the attached document, hereby offers to execute the services specified in this 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 _____

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"/> |

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.

| | | | |
|----|--|--------------------------|--------------------------|
| 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"/> |

The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature:

Date:

Name and Title:

Name of the Company:

UNGM #:

Postal Address:

Email:

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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|------|---------------------|----------|------|------------|-------|

10 Impact Evaluation (IE) of Rupantaran Pro

TERMS OF REFERENCE:

Impact Evaluation (IE) of Rupantaran Programme
Consultancy Assignment for International Evaluation Agency

1. BACKGROUND AND JUSTIFICATION:

The United Nations (UN) defines adolescence as the period between 10-19 years. This transition period from childhood to adulthood is marked by biological growth and major social role transitions affected by many socio-economic factors ultimately shaping the foundations for adult life. Nepal is home to 5.8 million adolescents (2.8 million girls), accounting for around 20% of its total population. National Statistics Office [Nepal]. National Population and Housing Census 2021 (National Report Vol

01). Kathmandu, Nepal; 2023. Available at:

https://censusnepal.cbs.gov.np/results/files/result-folder/National%20Report_English.pdf

Available at: dhsprogram.com/pubs/pdf/FR379/FR379.pdf Although adolescents represent a significant proportion of the population, their specific issues, concerns, and needs have been largely undiscussed or unaddressed in the legal and political contexts. They are excluded from decisions that affect them and have limited access to information on issues affecting their lives.

Situation of child marriage in Nepal Legally, Nepal has set the age for marriage at 20 and recognizes child marriage as a human rights violation that can lead to abuse, violence, and unhealthy life consequences. This aligns with SDG Goal 5.3, which aims to eliminate all harmful practices, such as child, early, and forced marriage by 2030. Furthermore, Nepal's commitment is reinforced through its National Strategy to End Child Marriage, which provides a comprehensive approach to tackle the issue across various sectors.

Despite its declining trend, child marriage is pervasive across Nepal. According to the Nepal DHS 2022 women marry earlier than men. One in five women (21%) aged 15-19 is currently married or in union, as compared with only 5% of men in the same age group. Around 35% of women and 7% of men aged 20-24 are married before the age of 18. Among women aged 15-19, 14% have ever been pregnant and 10% have had a live birth. Ministry of Health and Population [Nepal], New ERA, and ICF. 2023. Nepal Demographic and Health Survey 2022. Kathmandu, Nepal: Ministry of Health and Population [Nepal]. Available at: dhsprogram.com/pubs/pdf/FR379/FR379.pdf There is variation in child marriage across the country. The behavioral drivers of child marriage and adolescent pregnancy in Nepal are multifaceted and deeply intertwined with societal norms, economic conditions, and cultural expectations. A recent UNICEF qualitative study showed that poverty, discriminatory practices, and limited agency of adolescents, especially girls and in certain communities, contribute to early marriages. The influence of family decisions, perceptions of physical attractiveness and the desire for independence also play a pivotal role. Additionally, the lack of education and awareness, coupled with societal pressures and traditional beliefs, contribute to the perpetuation of these practices. Nepal Health research council (NHRC) and UNICEF. Behavioral Determinants of Child Marriage and Adolescent Pregnancy in Nepal: A qualitative study. Kathmandu, Nepal; 2024. Available at: [ECM - Main Report.pdf \(unicef.org\)](#) In addition, a study conducted by UNFPA has also revealed that child marriage is more prevalent in rural areas and among less educated groups; and financial hardship, parental pressure, and the desire of elders to see girls married before they pass away have been the major drivers of child marriage. Elopement at an early age is also on rise, which accounted for 28% of child marriages among girls, driven by factors like social restrictions, insecurity, pre-marital pregnancy, and dowry issues UNFPA and CREHPA, 2023: Study report on the Sexual and Reproductive Health Status of Adolescents and Youth in the Programme Areas of UNFPA Nepal . Child marriage significantly disrupts the critical transition from adolescence to adulthood. During this period, young individuals should be developing autonomy, exploring their identities, and gaining skills for self-governance. However, child marriage imposes adult roles and responsibilities prematurely, often leading to emotional and

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

behavioral challenges. The lack of maturity and preparation for these roles can result in adverse outcomes, such as diminished educational opportunities, increased risk of poverty, and health complications, both for the young individuals and their offspring. The consequences of early marriage manifest across multiple domains, significantly impacting education, health, and family dynamics. To avoid legal consequences, child marriages are often kept hidden. The repercussions of early marriage can affect career prospects and girls encounter substantial hurdles in returning to school after marriage. NHRC and UNICEF (2024), Behavioural Determinants of Child Marriage and Adolescent Pregnancy in Nepal: A qualitative study. Kathmandu, Nepal: Nepal Health research council (NHRC) & United Nations Children's Fund. Available at: Behavioural Determinants of Child Marriage and Adolescent Pregnancy in Nepal | UNICEF Nepal Psychological distress is prevalent among adolescents and youth (A&Y) in Nepal, with 15% experiencing distress of varying severity. Adolescents have higher levels of severe distress, particularly females with child marriage and gender-based violence (GBV) being significant contributing factors. UNFPA and CREHPA, 2023: Study report on the Sexual and Reproductive Health Status of Adolescents and Youth in the Programme Areas of UNFPA Nepal

To effectively address this issue, an intersectional, gender-transformative approach is required, ensuring that adolescents girls can have a childhood free of the risks associated with child marriage. Adolescent empowerment is critical in the fight against child marriage because it provides them with knowledge, skills, resources, and agency. Adolescents can resist child marriage, advocate for their rights, and actively participate in decision-making processes that affect their lives if they are empowered. However, empowerment efforts need to be complemented by other programmes that support girls to enroll and remain in school, access health, protection, and livelihood services.

Global Programme to Accelerate Action to End Child Marriage GPECM)The Global Programme to Accelerate Action to End Child Marriage (GPECM) is a programme implemented jointly by UNFPA and UNICEF. It was launched in March 2016 to address child, early and forced marriage. The programme was designed as a 15-year programme (2016#2030) to contribute to Sustainable Development Goal (SDG) target 5.3, which aims to eliminate all harmful practices, including child marriage. This joint, global programme is the first UN-led initiative which is tackling reducing rates of child marriage at scale. Phase I started in 2016 and ended in 2019, and Phase II ran from 2020-2023. Currently, Phase III (2024-2030) is ongoing. The Global Programme to End Child Marriage. Phase I (2016-2019) Report. Available at: GP_2020_Phase_I_Report.pdf (unfpa.org) , UNFPA-UNICEF Global Programme to End Child Marriage. PHASE II Programme Document (2020 - 2023). Available at: <https://www.unicef.org/media/69671/file/GP-2020-Phase-II-Programme-Document-ENG.pdf> , UNFPA-UNICEF Global Programme to End Child Marriage. PHASE III Programme Document (2024 - 2030). Available at: <https://www.unicef.org/documents/phase-iii-programme-document> It has three outcomes:

- 1) Adolescent girls at risk of and affected by child marriage are effectively making their own informed decisions and choices regarding marriage, sexual and reproductive health (including childbearing), education and livelihoods.
- 2) Relevant sectoral systems and institutions effectively respond to the needs of adolescent girls and their families in targeted global programme areas.
- 3) Enhanced legal and political response to prevent child marriage and to support pregnant, married, separated, divorced, or widowed adolescent girls and girls at risk of child marriage.

The GPECM aligns with Nepal's legal framework, the Sustainable Development Goals (SDGs 5.3), and international human rights standards and has been built on programmatic actions, political support, resources, and evidence for addressing child marriage through multi sectoral interventions. A multi-tier programme is designed in accordance with the national priorities identified in the National Strategy on Ending Child Marriage and global programme theory of change. The programme focuses on six outcomes:

- 1) Supporting most marginalized girls to build enhanced knowledge, education and skills, and attitudes of marginalized adolescent girls on matters such as their rights, relationships, sexual and reproductive health, and financial literacy.
- 2) Creating enabling family and community environment where families, young boys, traditional and religious

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

leaders, and other influencers demonstrate more gender-equitable attitudes, reject child marriage and support for girls' rights.

3) Supporting increased capacity of education, health, gender-based violence prevention and response, child protection, and social protection systems to deliver coordinated, quality programmes and services that are responsive to the needs of adolescent girls and their families.

4) Support increased capacity of federal, provincial, and local level social protection, poverty reduction, and economic empowerment programmes and services to respond to the needs of the poorest adolescent girls and their families.

5) Enhance capacity of governments institutions at federal, provincial, and local levels, local authorities, and civil society organizations to coordinate and implement strategies, policies, budgeted national, and action plans, policies, and systems to end child marriage; and

6) Support increased capacity of government institutions and civil society organizations to generate, disseminate and use quality and timely evidence to inform policy and programme design, track progress and document lessons.

One of the pillars of the GPECM programme is around enhancing knowledge, education and skills, and attitudes of marginalized adolescent girls on matters such as their rights, relationships, sexual and reproductive health, and financial literacy. Both UNFPA and UNICEF in Nepal are using a common adolescent empowerment tool #Rupantaran", which is a social and financial skills package to foster social and gender role changes in adolescent girls and boys.

The Rupantaran training package (Programme)

The #Rupantaran" social and financial skills training package was developed jointly by UNICEF and UNFPA in coordination and collaboration with various government entities in 2014. The package is now being used by various organizations including local governments for adolescent empowerment. The specific objective of Rupantaran is to equip the adolescents, particularly girls, with practical skills and knowledge on gender equality, human rights, reproductive health, child marriage, gender-based violence, nutrition, communication, decision-making, and negotiation skills.

The training package includes the following components three components:

1. Life skills and social education
2. Financial education
3. Livelihoods awareness, including micro-enterprise development training.

UNICEF and UNFPA is implementing the #Rupantaran" package within the GPECM for equipping girls including boys with transferable skills to navigate through communication, negotiation, and other practical skills to help them make better life choices and decisions. The programme aims to enhance knowledge, skills, and attitudes of girls on issues relevant to them so that they can make informed decision and negotiate safe sex, be resilient, apply financial skills, identify gender-based violence and negotiate with family against harmful practices such child marriage and dowry. An overview of the training package including the topic covered is provided in Annex I.

From 2016, over 200,000 girls and boys have been reached by the training package implemented in school and out of school settings. Moreover, during the COVID-19 pandemic, the package was adapted into a radio programme reaching an estimated 100,000 girls and boys with key life skills messages. A 2023 study conducted in three districts of Madhesh Province to develop a Nepal-specific measure of empowerment estimated the impact of Rupantaran on empowerment among adolescent girls in Nepal. It found significantly higher empowerment outcomes among the Rupantaran (i.e., case) participants compared to the control group composed of girls with similar demographic backgrounds who did not complete the programme. Jessica Griffin Burke, Sara E. Baumann, Ariel Shensa, Niva Joshi, Jennifer R. Jones & Pema Lhaki (2023) Introducing the Power In Nepali Girls (PING) empowerment scale, Global Public Health, 18:1, 2276866. Available at:

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

<https://doi.org/10.1080/17441692.2023.2276866> In GPECM phase III (2024 to 2027 workplan), approximately 2.7 million USD has been allocated for the output related to the activity - Underserved/marginalized adolescent girls (aged 10-19) who are at risk of child marriage, married, separated, divorced, and widowed adolescent girls and adolescent girls who are pregnant or already have children, are engaged in gender-transformative life skills and comprehensive sexuality education programmes that build their knowledge, skills, and awareness of their rights, and connect them to services.

Programme Stakeholders

Stakeholder: Parents/Care givers

Role : Provide a protective, supportive, and enabling environment.

Stakeholder: Peer/Adult facilitator

Role: Provide girls and boys with high-quality Rupantaran sessions

Stakeholder: Service providers (Teacher, Social Protection, GBV and Social Services, Health Workers)

Role: Deliver quality services that are responsive to the needs of adolescent girls.

Stakeholder: Local elected representatives

Role: Coordinate and implement strategies, policies, and action plans, policies, and systems to end child marriage.

Stakeholder: Women's Group

Role: Support implementation of Rupantaran and economic activities.

Stakeholder: UNICEF and UNFPA

Role: Financial support and technical leadership

Stakeholder: Implementing partners

Role: Implement and carry out the programme activities in the communities

Programme approach

1. Training of facilitators,

Where Outreach workers and adolescent peer leaders/ educators are trained on adolescent and adult/parent training packages.

2. The next step is the identification of girls:

Identification of girls at risk of early marriage. Assessed jointly with civil society organizations and government stakeholders.

3. Once identified, Girls Group Formation:

Vulnerable girls are formed into groups for participating in #Rupantaran" training and other activities.

Girls are profiled (e.g., in-school, out of school and other socio-demographic characteristics) and their profiles are recorded.

4. Training is then provided to both parents and girls:

Parents training (2-3 sessions)

Girl's training (6-9 month) - 1 session/week.

Schools: through trained peer leaders with support from a teacher # mostly gender focal point.

Community: among out-of-school girls through trained adult facilitators supported by supervisors.

5. Finally, Referral and Linkages

Girls and families are also referred/linked to other services such as cash assistance, family reintegration,

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

psychosocial counselling, health, education, and legal registration services.

The ending child marriage programme places girl's empowerment at its core and combines both macro and micro level factors in ways that would impact a girl's life # by giving her opportunities to make informed decisions and choices and be in a safe environment free from any forms of violence. In this context, both UNFPA and UNICEF are using Rupantaran wherein facilitators and peer leaders receive training through trained trainers to implement the training among girls at risk of child marriage. In coordination with the local government, outreach workers/facilitators and peer leaders are mobilized in the communities to identify girls at risk of child marriage. Once the girls are identified they are encouraged to participate in the training. Negotiations with parents are also conducted to support their participation. Girls from adjoining villages are formed into a group of 20 to 25 which assemble once a week to undergo the training. Profile information of girls is maintained to provide individual support. Girls that are not in school are supported to enroll/re-enroll in formal or non-formal education, girls without birth registration are also supported in getting registered and those girls who are interested in pursuing vocational training/income generation activities are supported with training and start-up grants. Attendance and learning are monitored in the programme on a regular basis. To support an enabling and protective environment at home, parents and caregivers of the girls enrolled in Rupantaran training also undergo training (8-10 hours) using the Rupantaran parenting training package. Moreover, religious leaders and community influences are also reached through key messages and orientation with the objective of influencing the community values and attitudes. The theory of change is provided in Annex II.

2. EVALUATION PURPOSE, OBJECTIVES AND QUESTIONS:

Purpose

While this evaluation is relevant to programme priority 3.11 and 3.13 of the UNICEF-Government of Nepal Country Programme Action Plan (2023-2027), on other hand it contributes to the Output 2 programme priority of UNFPA Country Programme Document of Nepal (2023-2027). The UNICEF's programme priority 3.11 (Child Protection) states that by 2027, children and adolescents, especially from the most marginalized and vulnerable communities including those affected by humanitarian situations/climate risk are increasingly empowered to demand and receive services that protect them from all forms of violence, abuse, exploitation, neglect, and harmful practices in all settings. Programme priority 3.13 (Programming for cross-sectoral Issues) states that the key cross-sectoral issues of early childhood development (ECD), adolescent development, gender equality and social inclusion, disability, emergency preparedness and response will be addressed systematically and effectively to support the holistic development of children. This evaluation is also a part of the Nepal Costed Evaluation Plan (CEP) 2023-2027. The UNFPA's output 2 of the country programme document states - Strengthened national and subnational capacities to provide survivor-centered, multisectoral responses to gender-based violence and harmful practices, including child marriage, and to address discriminatory social and gender norms that limit bodily autonomy and reproductive rights, across the humanitarian and development continuum, with a focus on vulnerable and marginalized populations, including people with disabilities.

This impact evaluation is expected to provide robust and quantitatively verifiable evidence on the achievement of results and attributable impacts of the Rupantaran programme under the GPECM programme, especially on whether the programme achieved its desired outcomes of #outcome 1" of the global ECM programme results framework. UNFPA-UNICEF GPECM Phase II (2020-2023) Theory of Change. Available at: GPECM-2019-Phase-II-TOC-English.pdf (unfpa.org) UNFPA-UNICEF Global Programme to End Child Marriage. PHASE III Programme Document (2024 - 2030). Available at: Phase III Programme Document.pdf (unicef.org) The effectiveness of the chosen programme approaches should also be examined. The study will contribute to building knowledge about the effectiveness of the Rupantaran programme under the GPECM targeted area by illuminating what does and does not work to achieve the stated outcomes of the programme.

Results of the impact evaluation are expected to build a strong foundation for transparency and shared accountability by the UN and governments. The results will be disseminated to stakeholders and donors.

This evaluation study should contribute to reviewing the theory of change for the Rupantaran programme. The

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

inception report should present the explicit or implicit causal pathways linking the programme to its anticipated outcomes and impact. Assumptions implicit in each link of the causal pathway should be made explicit.

Overall Objective

To assess the impact of the Rupantaran programme under the GPECM programme on education, sexual and reproductive health including childbearing, age at marriage and livelihood related outcomes among Nepali adolescent girls who participated in the Rupantaran programme.

Evaluation questions

This impact evaluation seeks to assess the impact of the Rupantaran programme, that is, the effect on outcomes that the programme directly causes. This means that the evaluation will look for the changes in outcomes that are directly attributable to the programme. This impact evaluation will be designed to address the following key evaluation questions. It is expected that the sub questions to these questions will be developed during the inception phase and will answer aspects related to coordination, relevance, coherence, effectiveness, sustainability etc. A comprehensive evaluation matrix will be developed that will also identify the methods required to answer them.

Key Evaluation Questions (KEQ)

KEQ1: Are adolescent girls who participated in Rupantaran programme more likely to delay their age at marriage and pregnancy, enroll/retain in formal/non formal education and engage in economic activities and contribute to family income? If so, what contributed to this change? If not, why not, and who are left behind?

KEQ2: How have girls who participated in the programme been empowered, capacitated, and supported to access essential services and opportunities (like social protection, health, education, and economic empowerment services) and to make their own informed decisions and choices regarding marriage, sexual and reproductive health including childbearing, education, and livelihoods?

KEQ3: Are any positive results likely to be sustained? If so, for whom and in what circumstances? What unintended results # positive and negative # did the Rupantaran programme produce? How did these occur?

General Evaluation Questions (to be developed further during inception):

How appropriate was the implementation design of the Rupantaran programme to address the needs and priorities of the adolescent girls in Nepal particularly in high child marriage prevalence districts/locations. How were adolescent girls involved in programme design? (relevance)

To what extent did the programme activities address the causes of gender inequality and discrimination and seek to transform gender relations to promote equality and achieve programme objectives? (relevance)

To what extent did the Rupantaran programme enhance the knowledge, skills, confidence, and attitudes of adolescent girls on matters related to their rights, relationships, sexual and reproductive health, and financial literacy? How different are these outcomes between in-school and out-of-school girls. (effectiveness)

How and to what extent has Rupantaran enhanced the capacity of parents, community members, relevant service providers and networks to create an enabling and protective environment for adolescents? (effectiveness)

To what extent Rupantaran created synergies and is aligned with the interventions implemented by other actors? How well has Rupantaran established meaningful and effective coordination mechanisms with other key actors and partners that avoid duplication of efforts, miscommunication and ensure clearer accountabilities? (coherence and coordination)

How well were time and resources utilized to achieve results? (efficiency)

What is the level of political will of the local governments, religious leaders, and community/local political leaders to support and sustain the programme. How well are they engaged? Did the programme contribute to building their capacity to continue to deliver the programme? (sustainability)

The outcomes of interest for this impact evaluation include education, age at marriage, sexual and reproductive

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

health including childbearing and livelihood. Building on the theory of change, and considering the political, social, and economic context of the country including intersectional issues, the inception report should clearly identify the main questions and sub-questions being asked of the programme. These questions should broadly relate to the effectiveness of different elements of the programme in changing the pre-defined outcomes and its policy impact.

Intended Use and Users

The evaluation findings from this impact evaluation of the Rupantaran programme will be primarily used by UNICEF and UNFPA and other national and international organizations that are implementing the training package. These key stakeholders are instrumental in the programme's implementation and oversight. Other audiences include various government entities such as the Ministry of Women, Children and Senior Citizens, Ministry of Education, Science and Technology, Ministry of Health and Population. These are ministries that are tasked with development of policies aimed at creating a conducive environment for improving the lives of adolescents. Additionally, UNFPA and UNICEF implementing partners, donor agencies, other UN agencies, and I/NGOs will benefit from the evaluation findings. These stakeholders can utilize the results to assess collaboration effectiveness, enhance programme strategies and policies, and inform future programming efforts. The evaluation results will be used to make informed decisions, and plan future interventions, provided that the programme is responsive to the needs of Nepal's vulnerable girls.

3. SCOPE OF WORK:

Evaluation scope

Programmatic focus: Rupantaran as a training package has been used by different organizations over time. This evaluation will focus on the Rupantaran programme that is implemented by UNICEF and UNFPA. It will focus specifically on Rupantaran, delineating results from the GPECM, which additionally includes broader ending child marriage efforts which will not be evaluated. Additionally, this evaluation will not assess the digital/radio reach which was delivered during COVID-19 lockdown as it lacked intensity and targeting. The primary study population for impact estimation will be adolescent girls (in and out of school) who have participated in the Rupantaran training programme. The impact of the programme will be assessed at the individual level.

Temporal focus: The Rupantaran programme was developed in 2015, and its implementation was initiated from 2016 onwards. For the purposes of the evaluation, a longer timeline would potentially make it harder to retroactively find Rupantaran graduates in their original geographic location as young people tend to migrate internally and externally for education, job, and livelihood. This could make selection of comparison girls/group challenging. On the other hand, if the timeline is too short then it will not allow sufficient time for the outcomes of the programme to manifest. Further, it is necessary to avoid the COVID-19 related lockdown periods during which the programme had adopted a modified modality of implementation different from the regular programme. Hence, this evaluation will cover the period from 2021-2024 which will include three years of GPECM Phase II (2021-2023) and one year of Phase III (2024). The complete and detailed timeline of activities implemented under the Rupantaran programme will be provided to the evaluation team during the inception phase.

Geographical location: The evaluation will focus on the municipalities and districts within Madhesh and Lumbini province where the programme was implemented from 2018-2024. Rupantaran training is implemented in other provinces as well, however, in these two provinces the training programme is implemented by both UNFPA and UNICEF and covers the full package. List of geographies is provided in Annex III.

Scope of work for the evaluation agency: UNICEF and UNFPA are looking to hire an international evaluation organization to carry out this assignment. The evaluation agency will carry out the impact evaluation with key assignments/tasks as detailed below. Furthermore, the activities, tasks, deliverables, and timelines are detailed in section 5.

The key assignment/tasks of the evaluation are:

Inception phase:

1. Inception interviews/workshop: The inception process will begin with desk/literature review and preliminary

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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| | discussion and consultations/interviews with key staff members of UNICEF, UNFPA and implementing partners. The agency will organize workshop with UNICEF, UNFPA and relevant stakeholders to discuss the evaluation design/methods, conduct stakeholder mapping, finalize study sites, sampling etc. The discussion and way forward will be documented (in a report) and will contribute towards the development and finalization of the inception report. The evaluation agency in coordination with UNICEF and UNFPA will organize such a workshop in Kathmandu for around 15-20 participants. The financial cost for the workshop will be borne by UNICEF and/or UNFPA. | | | | |
| 2. | Inception report and presentation (refer to Annex IV) including data collection instruments: The agency will develop an inception report that should detail the evaluator's understanding of the final evaluation questions and objectives; validation and understanding of the theory of change; present a detailed methodology, stakeholder mapping, sample size calculation, sampling strategy including data collection and analysis plan. The inception report should also include a refined work plan with clear timelines, detailing key deliverables and a comprehensive evaluation matrix with a detailed list of key questions, sub-questions relating to the evaluation criteria; data sources; methods of data collection, indicators/success standards and methods of data analysis for quantitative and qualitative data. The report should also outline the anticipated risks and a plan on how to mitigate the challenges. The report should also include the data collection instruments (in English, Nepali and other local language depending on geographical location sampled), consent forms, relevant sampling frames to be used, criteria for recruiting field researchers, training session plan/agenda and plan for pretesting instruments. The format of the report will be finalized in coordination with the UNICEF and UNFPA team. The evaluation agency will then present the inception report to the evaluation reference group, UNICEF and UNFPA. | | | | |
| 3. | Ethical clearance: The evaluation agency will obtain the necessary ethical clearance prior to initiation of the data collection given that the evaluation will be collecting data from adolescents aged between 10 and 19 years old. The agency will apply and get an ethical clearance letter from the ethical approval body (Nepal Health Research Council). The NHRC approval processing fee (3% of total budget) https://nhrc.gov.np/nhrc-approval-processing-fee-with-effective-from-07-march-2018-2074-11-23/ will be borne by the evaluation agency. Data collection and analysis phase: | | | | |
| 4. | Recruitment and training of enumerators, data collection, field supervision and monitoring: The evaluation agency will recruit experienced field researchers/enumerators and supervisors having required qualifications for carrying out the field work. The criteria for selecting field personnel should be documented and shared with UNICEF/UNFPA. The agency will organize and provide training to the field personnel. The training should include sessions on research ethics and collecting data from adolescents and children including mock sessions for classroom practice and pre-testing exercise to get acquainted with the tools and to refine them. Additional sessions on field coordination, management and data quality checks will be needed for the supervisors and other relevant personnel. The agency will manage the collection of data as per the inception report and study protocol submitted to NHRC. For this purpose, checklist, monitoring plan and field manual should be developed. The agency should submit a plan for spot checks and back checks and carry them out effectively. Supervision checklists should be used during monitoring to verify if an activity has been implemented correctly and to give feedback to the field researchers to help them improve. The field manual should be developed to offer direction to team supervisors and enumerators. It should include comprehensive information on the procedures necessary for executing fieldwork effectively. The manual acts as an extensive reference that outlines the processes for conducting interviews, performing observation-based data collection, and utilizing specific tools. | | | | |
| 5. | Data analysis, presentation on preliminary findings and summary report of findings: The evaluation agency will share the data analysis plan and once agreed, will carry out data analysis using appropriate quantitative and qualitative techniques. The data analysis plan is expected to be reflected in the inception report where relevant. A summary of preliminary findings must be submitted after data collection and analysis together with final datasets of both qualitative and quantitative research components of the evaluation. This also includes codebooks, coding structure and data analysis syntax/commands in a suitable format. The team/team members should also present | | | | |

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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the findings to key stakeholders. The discussions during the presentation will provide useful information to be included in the final evaluation report.

Report writing phase:

6. Draft evaluation report: The first draft will contain a summary of key findings, lessons learned, risk management and recommendations. The draft will be shared with relevant stakeholders. This report must be in line with the UNICEF-Adapted UNEG Evaluation Reports Standards. The format of the report will be finalized in coordination with the UNICEF and UNFPA team. The evaluation agency will present the draft evaluation report to key stakeholders in Kathmandu. Feedback from the presentation and reviews by key stakeholders will be shared with the evaluator for finalization of the report. The meeting/workshop will be organized and financed by UNICEF and/or UNFPA.

7. Final evaluation report (refer to Annex V): After incorporating feedback received on the draft report, the evaluator will submit a final report as per the agreed timelines. The evaluator will make a final presentation of the evaluation findings to all stakeholders including the Government officials (to be discussed with the Evaluation Reference Group).

8. Knowledge products and dissemination: After the final report is produced, the evaluation team in consultation with UNICEF and UNFPA Nepal is expected to support dissemination of the findings to all stakeholders involved, either through in-person meeting or webinar in at least 2 events in consultation with UNICEF and UNFPA Nepal. In addition, they will also prepare the following knowledge products. The knowledge products should be concise and user-friendly:

- At least two Infographics
- At least one Policy Brief
- At least two drafts for blog posts that can be disseminated through social media, etc.
- Presentation at a regional or global level GPECM webinar.
- A summary document (evaluation brief) that will support widespread use of the findings.

9. Research paper: Submit a draft research paper in the format of a mutually agreed peer reviewed journal. UNICEF and UNFPA staff would be listed as coauthors so that the intellectual property rights rest with UNICEF.

4. METHODOLOGY:

Evaluation design: The evaluation will attempt to establish causality between the Rupantaran programme and the outcomes of interest. The evaluation will adopt a quasi-experimental design. To be able to estimate the causal effect or impact of the programme on outcomes, method selected must estimate the so-called counterfactual, that is, what the outcome would have been for programme participants if they had not participated in the programme. The programme does not have a baseline. We suggest the selection of suitable comparison groups using appropriate matching techniques to ensure that the comparison group has the same characteristics as the treatment group, apart from treatment. The evaluation outcomes will be assessed at the individual level (primary programme beneficiaries # adolescent girls). Thus, the comparison group should consist of girls who did not participate in the programme, preferably from the same communities/geographies to ensure observable characteristics match.

The evaluation will use a mix of quantitative and qualitative approaches including but not limited to document review, stakeholder interviews, field visits, sample surveys, and system analyses. The evaluation will also apply the most-significant change approach to analyze personal accounts of change using success stories that are regularly being collected from the programme implementing partners. The agency will identify the domains of change to develop a framework for analyzing, selecting, and vetting the collected stories at different levels. If necessary, further investigation and verification of the stories and beneficiaries may be needed.

The following table outlines the potential outcome indicators. Through wider consultation with UNICEF, UNFPA and relevant stakeholders, the evaluation agency will finalize these indicators during the inception phase:

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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Potential impact/ outcome indicators

Education outcome

School enrollment: % of girls who are enrolled in secondary school.

School retention: % dropouts among those ever enrolled

Educational attainment: number of schooling years

Livelihood outcome

% engaged in income generating activity

*Not all girls (all geographies) are provided with livelihood support interventions. This should be considered in the study design and sampling

Age at marriage

Mean age at first marriage among married girls.

Marital status (Married/Not)

SRH including childbearing

Adolescent pregnancy

% of girls aged 15-19 who have ever been pregnant

Age at first pregnancy among girls who have ever been pregnant

*Stratification by age group

The evaluation agency is expected to propose a robust methodology, including sampling plan for each stakeholder, tools that will enable review of relevant literature, collection of relevant information for conclusive findings, learnings and recommendations, and analysis methods for both the quantitative and qualitative collections. The consulting firm should come up with an evaluation design that should factor in the geography, timeline, and variation in programme modality across timelines and implementing agencies/partners. We suggest a three-arm approach/design to adjust for the variation in programme modality/intensity: Arm 1: Rupantaran in-school girls, Arm 2: Rupantaran out-of-school girls and Arm 3: those who did not receive any intervention from Rupantaran programme (comparison).

Study population: The study population will primarily consist of girls who had participated in the programme during the programme period considered for the evaluation. To assess long term changes against a comparison group, we may need to include young women who have crossed adolescent age group now but had participated in the programme (2021-2024) when they were adolescents.

The study population will also consist of parents/care givers, service providers and peer facilitators, community members including religious leaders, community groups and influencers; local elected representatives and representatives of women led organizations/cooperatives, networks, and coalitions; local/provincial/federal government personnel; and implementing partners.

Inclusion and exclusion criteria:

Adolescent girls: Inclusion for arm 1 # Rupantaran in-school girls. Inclusion for arm 2 - Rupantaran out-of-school girls. Exclusion for arm 1 and arm 2 # those who participated only in radio programme.

Parents/Care givers: Inclusion # parents/care givers of girls participating in the programme who fully participated in the parents training session.

Peer/adult facilitator: Rupantaran Facilitators/community facilitators who provided the Rupantaran training to the adolescents

Community members and service providers: to be discussed further.

Representatives of organizations: Those implementing partners who have implemented Rupantaran through

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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UNFPA and UNICEF global programme

Government representatives and local elected representatives: At national/federal level - MOWCSC and at subnational level provincial government and local government officials specially where ECM strategy has been developed and endorsed and Rupantaran component has been included in the strategy. Local governments have allocated funds to support the Rupantaran classes in past and present.

Sample size: The quantitative sample size can be based on the primary outcomes to be evaluated (education, sexual and reproductive health including childbearing, age at marriage, and livelihood). The sampling should have a power of at least 80 (which implies that a study investigating a true effect will correctly reject the null hypothesis 80% of the time and will report a false negative (commit a Type II error) in the remaining 20% of cases.) to ascertain that effects are due to the Rupantaran intervention. The agency should propose an appropriate sample size for the quantitative and qualitative component of the evaluation based on theory of saturation of responses. The sample size for the quantitative component should consider the stratification required.

Sampling technique: The agency to propose appropriate sampling technique for the evaluation.

Data collection tools and techniques: A mixed methods approach should be considered for the evaluation comparing the key results overtime. The evaluation agency can propose relevant data collection methodologies that can best answer the evaluation questions. Following is a list of proposed methods.

Desk Review: The evaluation team will conduct a desk review of programme documents (proposal, log frame, monitoring data and tools, workplans, progress and financial reports, joint monitoring visits reports, workshop reports, meeting minutes, financial statements, etc.) and country context-specific documents and information (such as Rolling work plan, implementation plans, RAM reports, Country Office Annual Reports (COAR).

Qualitative: Key informant interviews, in-depth interviews, community-level focus group discussions, and field visits can be proposed as appropriate. The Most Significant Change technique will be used analyze and sort the success stories that are being collected in the programme. New success stories should be collected as needed as per the domains of change finalized.

Quantitative: Structured/semi-structured questionnaire and interviews.

The analysis and synthesis of findings will also be built on triangulating the information from different stakeholders (implementing partners, government, and programme staff and beneficiaries).

The evaluation agency can propose other data collection methodologies that can best answer the evaluation questions.

Data management and analysis: The agency to propose appropriate data management and analysis plan. Where relevant, it should consider methods that are human rights based, including child rights based and gender sensitive. To the extent possible, the evaluation data should be disaggregated by sex, ethnicity, age, disability, etc.

Ethical considerations:

The evaluation team will adhere to UNICEF and UNFPA ethical standards for research, evaluation, and studies. The team will ensure that ethical concerns are considered when designing the evaluation methods and during implementation. Specific attention will be on ensuring no harms, benefits, payments or compensation and informed consent. Considerations specific to protecting children and adolescents against any form of discrimination and abuse will be looked at during the evaluation. The evaluation process will ensure an equitable approach (all stakeholders, disadvantaged groups and genders are consulted). The evaluators should adhere to UN, UNFPA and UNICEF ethical and evaluation norms and standards:

United Nations Evaluation Group (UNEG) Norms and Standards for Evaluation in the UN System, 2016 (including impartiality, independence, quality, transparency, consultative process), [Link](#);

Ethical Guidelines for UN Evaluations and the UNICEF procedure for ethical standards in research, evaluation, data collection and analysis will guide the overall process, [Link](#); and

UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis, [Link](#);

UNICEF Guidance on Gender Integration in Evaluation, [Link](#);

Integrating Human Rights and Gender Equality in Evaluation, [link](#):

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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| # | UNEG Guidance on Integrating Disability Inclusion in Evaluations, Link; | | | | |
| # | The evaluation team should also outline the inhouse ethical guidelines that they abide. This should outline how the evaluators will ensure that obligations of evaluators of independence, impartiality, credibility, conflicts of interest and accountability are upheld in accordance with UNEG ethical standards. | | | | |
| # | The firm conducting the evaluation is expected to get ethical clearance for the evaluation from Nepal Health Research Council to facilitate data collection from adolescents participating in the programme and other relevant stakeholders. | | | | |
| # | The evaluation agency should provide guidance to field researchers regarding logistics of ensuring safe space, safe travel, female moderators, etc. for any consultations planned with girls. No specific UNFPA or UNICEF resource but one such reference that covers this information is given in , Link; | | | | |
| # | Guidance on disability inclusion in UNFPA Evaluation, Link; | | | | |

Quality Assurance:

The evaluation team/firm should outline appropriate quality assurance mechanisms that will be implemented during the evaluation. These mechanisms should ensure that high-quality, reliable, and valid data is collected during the evaluation. This plan should include a comprehensive data quality assurance plan, personnel involved in quality assurance, quality monitoring as well as checks that will be put in place to ensure quality.

5. ACTIVITIES, TASKS, DELIVERABLES AND EXPECTED TIMELINE UNICEF shall lead the procurement process and recommend awarding the contract. Based on the recommendation, UNFPA will issue a Purchase Order for its contribution to each deliverable. The amount of contribution in each deliverable will be done by negotiation meeting with the recommended bidder before awarding the contract.:

The evaluation team should provide a detailed list of activities and work plan with timeframe along with the inception report. The evaluation activities will start from 1 May 2025 and end on 30 Apr 2026. The activities, deliverables and timeline are detailed in the table below.

Activities: Inception phase

1.1 Desk/literature review and preliminary discussion and consultations with UNICEF, UNFPA teams and relevant stakeholders.

The agency will conduct inception workshops with UNICEF, UNFPA and relevant stakeholders to discuss the evaluation design/methods.

Presentation of inception report.

1.2 Ethical clearance: Obtain the necessary ethical clearance prior to initiation of the data collection given that the evaluation will be collecting data from adolescents aged between 10 and 19 years old.

Deliverable:

1.1 D1: Inception workshop and report

D2: Inception report complete with the evaluation matrix and data collection instruments. PowerPoint Presentation.

1.2 D3: Ethical approval letter from NHRC.

Estimated Completion Date:

End of Jun 2025

End of Jul 2025

Activities: Data collection and analysis phase

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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2.1 Recruitment and training of enumerators, data collection and field supervision and monitoring using appropriate tools and a well-coordinated plan.

2.2 Data analysis, presentation of preliminary findings and summary report of findings.

Deliverable:

D4: Field supervision and monitoring checklist and monitoring plan. Field manual.

D5: Final dataset, both qualitative and quantitative including codebooks, coding structure and data analysis syntax/commands in suitable format. Summary report of findings.

Estimated Completion Date:

End of Sep 2025

End of Nov 2025

Activities: Report writing phase

3.1 Presentation of the first draft report in a workshop/meeting organized by UNICEF and UNFPA.

3.2 Review of draft report and feedback by UNICEF and UNFPA teams. Integration of feedback and submission of final report including presentation.

3.3 Development of knowledge products and communication materials. Support dissemination of findings in meetings and webinar.

3.4 Research paper

Deliverable:

3.1 D6: Draft evaluation report. PowerPoint presentation of draft report.

3.2 D7: Submission of final report with recommendations. PowerPoint presentation.

3.3 D8: Policy Brief, Infographics and Blog Posts. PowerPoint presentation.

3.4 D9: Draft research paper that can be published in a peer reviewed journal

Estimated Completion Date:

End of Dec 2025

End of Jan 2026

End of Feb 2026

End of Apr 2026

Note: The selected evaluation organization will also be responsible for documenting all meetings and sharing the necessary notes/minutes with relevant personnel/organization.

6. IMPLEMENTATION ARRANGEMENTS AND QUALITY ASSURANCE:

The selected institution will be responsible for the overall evaluation activities and assuring quality of the evaluation process as well as the products.

An Evaluation Reference Group (ERG) consisting of UNICEF, UNFPA, government representatives, key Implementing Partners (IPs), and relevant stakeholders will be established.

The evaluator will report to the Evaluation Specialist at UNICEF Nepal. The Evaluation Specialist will share the submitted reports with the ERG. The ERG will then review the deliverables and methodologies proposed by the evaluator(s) and advise on any improvements needed to ensure the validity and quality of the evaluation.

The Evaluation Specialist of UNICEF and UNFPA with support from ERG will:

o Provide the evaluator with appropriate support to ensure that the objective of the evaluation is achieved with

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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reasonable efficiency and effectiveness.

- o Ensure that relevant documents are available to the firms upon the commencement of their tasks.
- o Convene regular update meetings with the evaluation firm to ascertain evaluation progress.
- o Coordinate and inform government counterparts, partners and other related stakeholders as needed.
- o Support to identify key stakeholders to be interviewed as part of the assessment.
- o Help in liaising with partners.
- o Ensure data collection is conducted efficiently as per the agreed sample.
- o Organize inception meetings between the selected evaluator, partners, and stakeholders prior to the scheduled start of the evaluation assignment; and
- # The ERG will further be guided by the UNICEF Country Management Team (CMT) and UNFPA Senior Management Team (SMT). The evaluation findings will be disseminated to all stakeholders including the Government of Nepal, donors, UN agencies and other implementing partners. The management response will be drafted, followed up, and sent to UNFPA SMT, UNICEF's CMT and management response tracking system.

7. DURATION:

The contract duration is 12 months from signing of the contract. Tentatively, the evaluation will be conducted from 1 May 2025 until 30 Apr 2026.

8. WORKING LOCATIONS:

The firm is expected to have an in-country representative and can work remotely. Field level coordination meetings and consultations will be conducted. In-person meetings will be conducted as much as possible.

9. PROPOSED PAYMENT SCHEDULE:

20% upon successful completion of Deliverable 1, 2 and 3: Inception workshop and report, final inception report, data collection instruments, PowerPoint presentation, and ethical approval letter from NHRC.
 40 % upon successful completion of Deliverable 4, 5 and 6: Field supervision and monitoring checklist, monitoring plan and field manual. Presentation of preliminary findings and summary report of findings. Final dataset, both qualitative and quantitative including codebooks and coding structure and data analysis syntax/commands in suitable format. Draft evaluation report and PowerPoint presentation of draft report.
 40% upon successful completion of Deliverable 7, 8 and 9: Final evaluation report, PowerPoint presentations, communication material/knowledge products and dissemination. Research paper

The payment schedule must be based on completed deliverables which are accepted by Contract supervisor. Billing and Payment terms is mentioned in Purchase Order (30 days net upon receipt of approved invoice).

10. CONTRACT SUPERVISION:

This evaluation is a collaborative effort between UNICEF and UNFPA. UNICEF will manage the solicitation and procurement process for both organizations, with the intention that the procurement will be a one-time event. Following the tender results, the selected external evaluation agency will receive contracts from both UNICEF and UNFPA. Payments for above indicated deliverables will be made jointly by UNFPA and UNICEF as per agreed contribution. A contract management committee comprising of UNICEF and UNFPA staff will provide oversight and guidance.

The evaluation team will be supervised by the Evaluation Specialist of both UNICEF and UNFPA with support from the multi-country evaluation specialist in ROSA. Evaluation Reference Group (ERG) will be formed consisting of experts from UNICEF, UNFPA, government representatives, key IPs, and other relevant stakeholders. ERG members will provide support in quality assurance of deliverables through providing expert advice on the course of the evaluation direction, contents in the analysis, verification of findings and applicability of recommendations to the context of Nepal. The evaluation team will attend virtual calls every two weeks to update on the progress.

11. QUALIFICATIONS AND EXPERIENCE REQUIRED:

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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| § | A leading management consulting firm, qualified evaluation/research agency or university with proven expertise on concerns around adolescence is required for this evaluation. This contract will be awarded to an institution and not to an individual or team of individuals not sponsored by an institution. | | | | |
| § | The bidding firm must have demonstrated experience in conducting evaluations of similar scale and scope related to adolescent social, financial, child marriage and/or empowerment programmes. | | | | |
| § | It should have a strong track record of producing reliable data and publications on evaluations. Links to published evaluation reports that are relevant to this assignment needs to be submitted and can either be that of the institutions or the evaluation team members. | | | | |
| § | Depending on the hours of direct contact expected for FGDs, KIIs with women and girls, the consulting firm should propose sufficient female staff, particularly for field level, who come into direct contact with the respondents. The evaluation agency should propose a core team that should consist of the following members: | | | | |
| o | Team Leader: The firm should identify an evaluation team leader who should be available to work on the evaluation throughout the evaluation process. The leader will be the person accountable on behalf of the organization to UNICEF and UNFPA and is responsible for producing quality deliverables and successful evaluation in a timely manner. He/she should lead a team of experts who have proven knowledge and relevant work experience in adolescent, social, financial, child marriage and/or empowerment programme evaluation, especially related to training and life skills development/education. The team leader should meet the following requirements: | | | | |
| # | Ph.D. or master's degree in economics, statistics, sociology, development studies and/or other social science related fields relevant to the assignment. | | | | |
| # | At least 12-15 years of professional experience in evaluations/research, particularly impact evaluation or innovative development evaluations with evidence of understanding global standards, theories, models, and methods. | | | | |
| # | Documented experience in designing, leading, and conducting complex surveys and/or evaluation of large-scale programmes in areas of adolescents/social issues and child marriage; of which a minimum of 5 years of experience should be in developing or least developed countries, preferably in South Asia. | | | | |
| # | Very strong quantitative and qualitative data collection and analysis skills. | | | | |
| # | Familiarity with the work of UNICEF, UNFPA and/or other similar UN organizations or development agencies working on adolescent empowerment and child marriage. | | | | |
| # | Demonstrated understanding and knowledge of gender, equity, social norms, and rights-based approaches. | | | | |
| # | Demonstrated ability to deliver high-quality written work in the English language, and to engage effectively with stakeholders at all levels. | | | | |
| o | Team members: The team members will contribute through data collection, analysis and/or providing relevant expertise to the evaluation process. A local deputy/co-team lead should be proposed who has experience working in Nepal and has an in-depth understanding of adolescent programming, with a strong preference for someone familiar with UN's programming. Serving as the team's content and context expert, additional experience in evaluation and methods would be a valuable asset. Strong networking skills and the ability to establish connections with government and non-government stakeholders is essential. This person will lead in-person meetings and discussions with UNICEF, UNFPA and stakeholders on behalf of, or in the absence of the team leader. The rest of the core team members can include a quantitative expert, a data analyst and a qualitative expert (and/or | | | | |

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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others as needed). A combination of local and international experts, depending on the methods proposed, will be preferred to bring balance of technical skills and local experience to the team. They will bring experience and skills that complement those of the team lead and deputy/co-team lead, enabling the formation of a team well-suited to complete the activities outlined in the proposal or Terms of Reference (ToR). The proposal should include a clear division of roles and responsibilities between the proposed team members.

General qualifications and competencies of the team members include:

Master's degree in economics, statistics, public health, international development, anthropology, sociology and/or other relevant social science related field.

A minimum of 5-10 years of experience working in adolescent programmes, child protection, education and/or evaluation/research.

Strong quantitative and qualitative skills with previous experience in analysis and evaluation of adolescent empowerment, child marriage and/or training/life skill development/education programmes.

Knowledge and experience of research and evaluation methodology and adolescent issues, programming, and policies in South Asia, preferably in Nepal.

Extensive experience of undertaking quantitative and qualitative research and evaluation with the government, UN agencies, I/NGOs.

Very strong written and spoken communication and facilitation skills in English (for all) and Nepali (for local team members).

Gender balanced with a mix of international and national team members.

Knowledge of and/or experience with disability inclusion

§ Partnership with local research/evaluation organization

The international bidding firm must have a partnership with local research/evaluation organization for data collection, training and other field level activities where local expertise and command over local languages is required. The local organization should have experience and institutional capacity to conduct data collection among adolescents. They should have a strong track record of producing reliable data and publications. The local organization will be sub-contracted by the international firm.

12.APPLICATION AND EVALUATION PROCESS:

In making the final decision, UNICEF and UNFPA considers both technical and financial aspects. Screening will be done by the assigned Evaluation Team of UNICEF and, UNFPA, then the Evaluation Team first reviews the technical aspects of the offer, invites the firms for a technical presentation, followed by review of the financial offers of the technically compliant vendors. The proposal obtaining the highest overall score after adding the scores for the technical and financial proposals together, that offers the best value for money will be recommended for award of the contract.

Each valid proposal will be assessed by an evaluation panel first on its technical merits and subsequently on its price. The weight allocated to the technical proposal is 70 points (i.e., 70 out of 100 points) with 60 points will be allocated for desk review and 10 points for presentation. Only those bidders that successfully obtained 60 points in desk review of technical proposals will be called for technical presentations.

To be further considered for the financial evaluation, a minimum technical score of 49 points is required (in the desk review of technical proposals and presentation) to be eligible for financial evaluation (i.e., the financial proposal will be opened). Further details and the distribution of points are clearly mentioned in section 14. Evaluation Weighting Criteria of this ToR.

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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The weight allocated to the financial proposal is 30 points as per the following:

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

the maximum number of 30 points will be allotted to the lowest technically compliant proposal. All other price proposals will receive points in inverse proportion to the lowest price. Commercial proposals should be submitted on an all-inclusive basis for providing the contracted deliverables as described in the TOR.

The proposal(s) obtaining the overall highest score after adding the scores for the technical and financial proposals is the proposal that offers best value for money and will be recommended for award of the contract.

1) Pre-screening/Responsiveness Evaluation:

The proposals will be reviewed based on completion for following documents:

- # Submission of Proposal (Technical & financial) in two separate file/ attachment. And to assure that Vendors have not included any financial price in their technical proposal.
- # Legal Company Registration / Business Registration
- # VAT registration (only for national firm/NGO/INGO - legally authorized to provide business services)
- # Tax clearance certificate of last Fiscal Year or extension of timeline for VAT clearance certificate
- # Power of Attorney to submit proposal- (applies when joint partner)
- # Vendor Registration form (for new vendor)
- # Declaration Form (page 3 -5 in the bid form) filled in. (all boxes must be ticked / answered)
- # Financial Audit Report for last 2 years.
- # Validity of Proposal is provided as per UNICEF Solicitation requirement

Proposals who have passed the pre-screening process will be forwarded for Technical Evaluation.

2) The Technical Proposal should include but not be limited to the following:

The technical proposal should address all aspects and criteria outlined in this ToR.

- # Methodology
 - o Detailed Methodology / approach to requirement detailing how to meet or exceed UNICEF requirements for this assignment.
- # Company Profile
 - o Ensure to include information related to the experience of the company as required (Copy of the company registration). Corporate profile shall include previous evaluation works undertaken, duration, geographic location, thematic area. At least two recent samples of high-quality evaluations relevant to the ToR, conducted in the last 5 years to justify the range and depth of experience preferably in South Asia. Names and contact information of at least three clients should be provided for reference.
- # References
 - o Details of similar assignments undertaken in last five years including the following information:
- # Title of Project
- # Year and duration of project
- # Scope of Project
- # Outcome of Project

| Item | Service Description | Quantity | Unit | Unit Price | Price |
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Reference / Contact persons

Work Plan

- o Proposed work plan showing detailed sequence and timeline for each activity and person days of each proposed team member. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. (see attached Annex VII for sample of template)

Team Composition

- o Title and role of each team member. It is estimated that a team of minimum 3-5 core members and additional non-key staff would be required to complete this assignment within stipulated timeline. The letters of commitment of the assigned team must be in the appendix.

CV's

- o CV of each team member (including qualifications and experience)
- o Ensure to include information related to the qualifications and experience of each proposed team member as required.

Recent Financial Audit Report

- o Report should have been carried out in the past 2 years and be certified by a reputable audit organization.

Work Experience/ Reference Documents:

- o Please, mention and attach the relevant work experience and Reference documents as per technical evaluation Criteria.

Any project dependencies or assumptions

The Financial Proposal should include but not be limited to the following:

Bidders are expected to submit a lump sum financial proposal to complete the entire assignment (as per instruction given under Section 14 b).

To arrive at the lump sum, offer, the firm may work out the budget detail as below:

Resource costs

- o Daily rate multiplied by number of days of the experts involved in the study.

Conference or workshop costs (if any)

Indicate nature and breakdown if possible.

Inception workshop and dissemination workshop/meeting's cost will be paid by UNICEF and/or UNFPA separately.

Travel Costs

- o All travel costs should be included as per actual.
- o For all travel costs, UNICEF and UNFPA will pay as per actual fixed costs provided in the proposal. A breakdown of the travel costs should be provided in the financial proposal which should be inclusive of the total estimated assessment budget. Please note that:
 - i) travel costs shall be calculated based on economy class fare regardless of the length of travel
 - ii) costs for accommodation, meals, and incidentals.

Any other costs (if any)

- o Indicate nature and breakdown.

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|------|---------------------|----------|------|------------|-------|
|------|---------------------|----------|------|------------|-------|

Full marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.

Bidders are requested to provide a detailed cost proposal # Financial Proposal, factoring in all cost implications for the required services.

A special discount or lower rates can be offered for this specific assignment, if applicable.

13. EVALUATION WEIGHTING CRITERIA:

Cumulative Analysis will be used to evaluate and award proposals. The evaluation criteria associated with this TOR is split between technical and financial as follows:

Weightage for Technical Proposal = 70 %

Weightage for Financial Proposal = 30 %

Total Score = 100%

a. Technical Proposal:

The technical proposal should address all aspects and criteria outlined in this Request for Proposal.

14.b. Financial Proposal

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.:

The Score for price proposal x : $\text{Max. Score for Price Proposal} \times (\text{Price of Lowest Priced Proposal} \div \text{Price of Proposal X})$.

| | | |
|--|---|----|
| Impact Evaluation (IE) of Rupantaran Pro | 1 | PU |
|--|---|----|

SPECIAL NOTES

1) It is important to note that Technical Proposal and Financial Proposal **SHOULD NOT BE SENT** in one email. They **SHOULD BE SENT** in separate email as per below arrangement:

a) One email with clear subject **#TECHNICAL PROPOSAL LRPS-2025-9196176** to be sent to email address: nep-procurement@unicef.org. **DO NOT SEND TO ANY OTHER EMAIL!**

b) One email with clear subject **#FINANCIAL PROPOSAL LRPS-2025-9196176** to be sent to email address: nep-procurement@unicef.org. **DO NOT SEND TO ANY OTHER EMAIL!**

In total, there should be 2 emails sent to UNICEF under this tender.

2) It is important to note that **PRICE SHOULD NOT BE DISCLOSED** in technical proposal. Any technical proposal that has prices will automatically be invalidated.

3) This document consists of the following **ANNEXURES**:

- a) This document: **LRPS-2025-9196176**
- b) Bid Form and Declaration Form: **page 3-5** of this solicitation document
- c) Bid Clarification on Declaration Form
- d) Annex B - Terms of Reference
- e) Annex C - Technical Evaluation Criteria
- f) Annex D - Price Schedule - Please use this format for quoting purposes
- g) Annex E - Vendor Template

4) Bidders Instruction:

Please ensure to attach the following documents when responding to this tender:

i) Email with clear subject **#TECHNICAL PROPOSAL LRPS-2025- 9196176** should contain of:

a. DULY FILLED Bid Form & Declaration Form (pg 3-5 of UNICEF tender). Make sure to read Bid Clarification page to avoid wrong answers on the declaration form.

NOTE: PRICE INFORMATION SHOULD NOT BE APPEARED IN THE TECHNICAL PROPOSAL.

ii) Email with clear subject **#FINANCIAL PROPOSAL LRPS-2025-9196176** should contains of:

a. DULY-FILLED ANNEX D - BIDS WILL ONLY BE ACCEPTED IN THE CURRENCY USD. BIDS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

b. DULY FILLED Annex E - Vendor Template COMPLETE WITH SUPPORTING DOCUMENTS (scanned copy of the attached template with your organizational seal; An excel copy of the same; A void/canceled Cheque clearly indicating your account number as mentioned in the vendor template; Company Registration Document and Tax Registration/clearance Certificate of last Fiscal year)

PART I # PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

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

2. Solicitation

2.1 The purpose of this Request for Proposals for Services (#RFPS") is to invite proposals for **"Consultancy Assignment for an International Evaluation Agency to Conduct the Impact Evaluation (IE) of the Rupantaran Programme"** in the Terms of Reference/Statement of Work attached in Annex B

2.2 This RFPS document is comprised of the following:

- a. This document
- b. The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- c. The full Terms of Reference/Statement of Work attached at Annex B
- d. Technical Evaluation Criteria at Annex C
- e. Price Schedule at Annex D
- f. Vendor template (Annex E)

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

PART II # PROPOSAL SUBMISSION PROCESS

1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by nepalsupply@unicef.org to Supply Unit, UNICEF Nepal, Kathmandu at nepalsupply@unicef.org that they have received this RFPS.

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

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by [Email] to Supply Unit, UNICEF Nepal, Kathmandu at nepalsupply@unicef.org no later than 72 hrs before the closing date of the RFP.

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

Proposers are required to keep all questions as clear and concise as possible.

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

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

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

1.4 Bid conference: Pre-bid Meeting will be held at 11:00hrs on 17 March 2025

Please register on the below link

<https://events.teams.microsoft.com/event/3a1186a0-8fa9-4a67-ae80-8e653a1d08ac@77410195-14e1-4fb8-904b-ab1892023667>

1.5 Submission Deadline. The deadline for submission of proposals is as follows: 03 April 2025 before 24:00 hrs (Nepal Time).

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

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

2. Language

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

3. Validity of proposals; Modification and Clarifications; Withdrawal

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

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

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

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

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

4. Eligibility; Proposer Information

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

4.2 Joint Venture, Consortium or Association.

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

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

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

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

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

4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS

documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

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

5. Preparation of Offer

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

Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);

Review the RFPS to ensure that they have a complete copy of all documents;

Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html ;

Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

Attend any bid conference if it is mandatory under this RFPS;

Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

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

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

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

5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of

the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

5.5 The completed and signed Request for Proposal for Services Form must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Proposals must be clearly marked with the RFPS number.

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

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

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

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

5.11 The Proposer's Proposal will include all of the following labelled annexes:

Annex D: Price Schedule

6. Proposal Documents; Confidentiality

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

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

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

7. Multiple proposals and proposals from related organizations

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

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

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

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
- (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III #AWARD/ADJUDICATION OF PROPSALS

1. Award

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

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

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

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

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

1.2. Proposal Evaluation Approach. Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Total Maximum 70 Points

Only Proposals which receive a minimum of 49 points will be considered further.

b) Price Proposal (commercial evaluation)

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.:

Score for price proposal X = (Max. score for price proposal 30 Points) * Price of lowest priced proposal / Price of proposal X
Total obtainable Technical and Price points: 100

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

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

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

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

2. General Terms And Conditions Of Contract (Services)

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

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

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

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

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

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

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

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

PART IV # REQUIREMENTS

1. Price and Payment

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

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

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

1.3 Currency. (a) The currency of the Proposal shall be in (USD) for International bidders and in (NPR) for Nepalese bidders. UNICEF will reject any proposals submitted in another currency.

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

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

2. Implementation

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

2.2 Sub-contractors. Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. Further, Proposers must identify in their proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.

2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

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

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

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

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

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

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

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

3. Liquidated Damages

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

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

up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract."

PART V # PROPOSER REPRESENTATIONS

1. Price # Most Favoured Customer

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

2. General Representations

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

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

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

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

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

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

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

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

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

3. Ethical Standards

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

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

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

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

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

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

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

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

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

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect

UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

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

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

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

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

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

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

4. Audit

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

at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:

Name of company

[RFP(S) NO.]

[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data

"Services" means the services specified in the relevant section of the Contract

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

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

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud

and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract

2. Provision of Services and Deliverables, Contractor's Personnel, Sub-Contractors

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

2.12 The Contractor confirms that it has read UNICEF's Policy on Safeguarding (as updated from time to

time). The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

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

3. Fee, Invoicing, Tax Exemption, Payment Terms

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

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

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

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

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

ANNEX A GENERAL TERMS AND CONDITIONS

withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

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

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

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

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such 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 Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its

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

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

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

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

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

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

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

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

Liability

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

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

Intellectual Property and Other Proprietary Rights

ANNEX A GENERAL TERMS AND CONDITIONS

5.1 Unless otherwise expressly provided for in the Contract

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

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

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

Confidentiality

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

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

5.4 Subject to Article 5.3, the Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF, nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

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

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data

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

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its 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.

ANNEX A GENERAL TERMS AND CONDITIONS

Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards), or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

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

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

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

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

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

Force Majeure

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

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7 Ethical Standards

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

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

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

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

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

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

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

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

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

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

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

ANNEX A GENERAL TERMS AND CONDITIONS

entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

8 Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, 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 Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor'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 arbitral proceedings will be conducted in English. 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 United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "judicial seat" or "judicial place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result

of such arbitration as the final adjudication of any such controversy, claim or dispute.

10 Notices

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

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

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

11 Other Provisions

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

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

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

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

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

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

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

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

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

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