

LRPS MADA- 2021-9164425

**CONTRAT INSTITUTIONNEL POUR LA REALISATION D'UNE ASSISTANCE TECHNIQUE POUR LA
CONSTRUCTION D'UN SYSTEME DE PROTECTION SOCIALE ADAPTE AUX PERSONNES HANDICAPEES
A MADAGASCAR**

Le Fond des Nations Unies pour l'Enfance (UNICEF) vous invite par la présente à soumissionner dans le cadre du présent appel d'offres (AO) relatif à l'objet suivant :

1. Objet de la Demande de propositions :

« **ASSISTANCE TECHNIQUE POUR LA CONSTRUCTION D'UN SYSTEME DE PROTECTION SOCIALE
ADAPTE AUX PERSONNES HANDICAPEES A MADAGASCAR** »

2. La présente demande de proposition inclut les documents suivants

- i. Instructions aux soumissionnaires (Annexe I)
- ii. Formulaires de soumission (Annexe II)
- iii. Termes de références (Annexe III)
- iv. Conditions générales du Contrat (Annexe VIII)

3. Dépôt / Remise des offres :

Les offres seront envoyées en format électronique **par email uniquement** à :
supplyantananarivo@unicef.org

Au plus tard à 12H00 (heures d'Antananarivo), le 08 Février 2021.

La référence de cette demande de proposition **LRPS MADA 2020 -9164425** devra être indiquée sur la réponse.

Toutes les Propositions reçues après cette date et heure indiquées ou envoyées à toute autre adresse seront rejetées.

Pour obtenir des informations complémentaires, vous pouvez soumettre vos questions par écrit, de préférence par e-mail à : randrianaivo@unicef.org / jraharimbola@unicef.org avant le 28 janvier 2021 à 12h00 (heure d'Antananarivo).

Le fichier de la proposition technique et celui de proposition financière doivent être séparés. Le nom de fichier devra porter les mentions suivantes :

- a) le numéro de référence : LRPS MADA-2020-9164425
- b) la mention "Proposition technique" ou "Proposition financière" selon le cas. Le fichier de la proposition financière peut être verrouiller.

4. Ouverture des offres :

Compte tenu de la situation de la crise sanitaire actuelle, il n'y aura pas de séance publique de dépouillement des offres. Les candidats peuvent verrouiller leur proposition financière. UNICEF vous contactera si votre proposition technique est retenue. L'UNICEF attend avec intérêt votre soumission et vous remercie d'avance de l'attention que vous portez aux opportunités commerciales proposées par l'UNICEF. En vous priant d'agréer l'expression de nos salutations distinguées, Pour la Section Approvisionnements

Anne Cabrera-Clerget
Supply Manager
UNICEF Madagascar

1. Introduction

a) Généralités

L'objet de l'invitation à soumissionner est de recruter un cabinet ou consortium de cabinet pour une assistance technique pour la construction d'un système de protection sociale adapté aux personnes handicapées à Madagascar.

2. Préparation des Propositions

a) Langue de la Proposition

Les Propositions préparées par le Soumissionnaire de même que toutes les correspondances et documents relatifs à la Proposition échangés entre le Soumissionnaire et l'UNICEF seront écrits en français. Tout autre document écrit fourni par le Soumissionnaire peut être rédigé dans une autre langue, à condition qu'il soit accompagné d'une traduction de ses parties pertinentes en français, auquel cas, aux fins d'interprétation de la Proposition, le texte en français prévaudra.

b) Documents constitutifs de la Proposition

La Proposition comprendra les documents suivants :

- i. **Les pièces administratives (OBLIGATOIRE):**
 - Copie de la carte fiscale ou équivalent (2019 ou 2020)
 - RIB (sur entête de la banque)
 - Numéro d'identification UNGM
- ii. **L'Offre technique (n'inclut aucun prix) :**
 - Le formulaire de soumission de la proposition technique
 - Présentation du soumissionnaire ou du consortium (au plus deux établissements seront acceptés dans le cadre du consortium), contenant:
 - le nom de l'établissement;
 - la date et le pays d'enregistrement ou de constitution;
 - Résumé de la structure d'entreprise et des secteurs d'activité
 - les orientations et les expériences de l'entreprise;
 - l'emplacement des bureaux ou des agents pertinents à la présente proposition;
 - le nombre et le type d'employés;
 - Dans le cas d'un consortium, les éléments énumérés ci-dessus doivent être fournis pour chaque membre du consortium en plus de l'entente de consortium signée;
 - Dans le cas d'un consortium, un seul doit être identifié comme étant le responsable de l'organisation qui traite avec l'UNICEF.
 - Description narrative de l'expérience et de la capacité de l'établissement dans les domaines suivants :
 - l'assistance technique en matière de protection sociale ;
 - une assistance technique adaptée à la protection sociale ;
 - Missions antérieures dans les pays en développement en général et liées aux programmes de protection sociale, de préférence en Afrique, et en particulier à Madagascar.

- Références pertinentes du proposant (affectations passées et en cours) au cours des cinq dernières années. L'UNICEF peut contacter les personnes de référence pour obtenir des informations sur les services fournis par les proposants.
 - Échantillons ou liens vers des échantillons de travaux pertinents antérieurs énumérés comme référence du proposant (au moins trois), sur lesquels le personnel clé proposé a directement et activement contribué ou rédigé.
 - Méthodologie. Elle devrait réduire au minimum la répétition de ce qui est énoncé dans le cadre de référence. Il n'y a pas de longueur minimale ou maximale. En cas de doute, assurez-vous d'avoir suffisamment de détails.
 - Le plan de travail, qui comprendra au minimum les éléments suivants :
 - Plan de travail général fondé sur celui proposé dans le cadre de référence, avec commentaires et ajustements proposés, le cas échéant ;
 - Calendrier détaillé par activité (il doit être conforme au plan de travail général et à la proposition financière).
 - Équipe d'assistance technique :
 - un résumé de la présentation des experts proposés ;
 - Description du personnel de soutien (nombre et profil des adjoints à la recherche et aux adjoints administratifs, etc.);
 - le niveau d'effort des experts proposés par activité (il doit être conforme à la proposition financière);
 - CV et trois référents de chaque expert proposé pour réaliser l'évaluation
- iii. **L'offre financière**
- Le formulaire de soumission de la proposition financière
 - La proposition financière détaillée

En cas d'information de prix dans l'offre technique, la proposition est disqualifiée.

c) Les coûts de la Proposition

Le Soumissionnaire indiquera les coûts des services qu'il se propose de fournir en vertu du présent contrat.

Devises de la Proposition

Tous les coûts seront indiqués **en Dollar US ou en Euro ou en Ariary**.

d) Période de validité des propositions

e)

Les propositions resteront valides pendant **quatre-vingt-dix (90) jours** suivant la date de soumission des propositions arrêtée par L'UNICEF, conformément à la clause relative à la date limite. Une proposition dont la durée de validité est inférieure à ces 90 jours sera susceptible d'être rejetée pour cause de non-conformité aux spécifications.

En cas de circonstances exceptionnelles, L'UNICEF pourra demander au Soumissionnaire d'accepter une prolongation de la période de validité de son offre. Cette requête et les réponses y relatives doivent être formulées par écrit. Il ne sera pas demandé ni permis au Soumissionnaire acceptant cette requête de modifier sa proposition.

f) Paiement

Le paiement de la prestation se fera suivant la proposition :

Deliverable	Deadline	Paiement
Rapport de démarrage	Mars 2021	10%

Draft rapport technique	Mai 2021	35%
Document et présentation sur la promotion	Juillet 2021	20%
Rapport technique final	Septembre 2021	35%

3. Délai de soumission des propositions

L'UNICEF doit recevoir les Propositions à l'adresse indiquée dans la clause relative au *dépôt et remise des offres*, au plus tard le jour et l'heure locaux stipulés.

L'UNICEF pourra, à sa propre discrétion, prolonger le délai de soumission des Propositions en modifiant les Documents d'invitation à soumissionner conformément à la clause relative à la *Modification des Documents d'invitation à soumissionner*, auquel cas tous les droits et obligations de l'UNICEF et des Soumissionnaires précédemment soumis à l'ancien délai seront alors soumis au nouveau délai tel que prorogé.

4. Propositions déposées hors délai

Toute proposition reçue par L'UNICEF après la date limite tel que spécifiée dans la clause relative au *Délai de soumission des Propositions* sera rejetée.

5. Modification et retrait des Propositions

Le Soumissionnaire peut retirer sa Proposition après dépôt, à la condition qu'une notification écrite soit reçue par L'UNICEF avant la date butoir de soumission des Propositions.

La notification de retrait du Soumissionnaire doit être préparée, scellée, marquée et envoyée conformément aux dispositions de la clause relative au *Délai de soumission des propositions*.

Aucune Proposition ne peut être modifiée après le délai de soumission des Propositions.

Aucune Proposition ne peut être retirée dans la période se situant entre le délai de soumission des Propositions et la date d'expiration de la période de validité de la Proposition spécifiée par le Soumissionnaire dans le Formulaire de soumission de la Proposition.

6. Examen préliminaire – Correction des erreurs

L'UNICEF examinera les Propositions pour s'assurer qu'elles sont complètes, qu'elles ne comportent aucune erreur de calcul, que les documents ont été dûment signés et que ces Propositions répondent globalement aux conditions stipulées.

A condition que l'Offre soit substantiellement conforme, l'UNICEF corrigera les erreurs de calcul de la manière suivante :

- (a) s'il y a contradiction entre le prix unitaire et le prix total en multipliant le prix unitaire par la quantité correspondante, le prix unitaire prévaudra et le prix total sera rectifié, à moins que, de l'avis de l'UNICEF, la virgule des décimales du prix unitaire est manifestement mal placée, auquel cas le prix total indiqué prévaudra et le prix unitaire sera rectifié ;
- (b) si le total obtenu par addition ou soustraction des sous-totaux n'est pas exact, les sous-totaux prévaudront et le total sera rectifié ; et
- (c) s'il y a contradiction entre le prix indiqué en lettres et en chiffres, le montant en lettres prévaudra, à moins que ce montant soit le résultat d'une erreur de calcul, auquel cas le montant en chiffres prévaudra sous réserve des alinéas a) et b) ci-dessus.

Si le Soumissionnaire le moins disant n'accepte pas la correction d'erreurs, son Offre sera écartée.

Une Proposition dont le degré de réponse substantielle est jugé insuffisant par L'UNICEF sera rejetée sans que le Soumissionnaire puisse la rendre a posteriori plus conforme en la corrigeant.

7. Évaluation technique et financière des Propositions

L'évaluation des Propositions se déroule comme suit : contrôle administratif des offres, suivi de l'évaluation technique des offres. Les dossiers qui auront obtenu une note technique **supérieure ou égale à 60 points** seront techniquement retenus et les offres financières seront ouvertes. Le marché sera attribué à l'offre qui obtiendra la note globale la plus élevée, combinant **note technique (70%)** et **note financière (30%)**.

a. **Control administratif**

Le contrôle administratif des offres doit assurer que la documentation requise soit incluse dans le dossier de soumission d'offre.

Les soumissionnaires doivent faire la preuve de leur capacité à satisfaire les clauses et obligations du marché. A cette fin leur offre doit contenir les pièces administratives indiquées au chapitre.2 i. **La soumission de ces documents est obligatoire**, par conséquent, les offres qui ne contiennent pas cette documentation pourraient ne pas être retenues.

b. **Évaluation technique**

Seules les propositions ayant obtenu la note technique minimale de 60 points seront considérées comme répondant à la demande de proposition. Seules les offres financières correspondantes à ces dossiers seront alors ouvertes et évaluées. Les propositions n'ayant pas obtenu la note minimale qualifiante de 60 points ne seront pas considérées pour la suite du processus.

La sélection finale de la proposition la moins disante sera basée sur le score global obtenu combinant les notes techniques et financières.

L'évaluation des dossiers se fera sur pondération des notes techniques et financière

- L'évaluation technique (70%)
- L'évaluation financière (30%)

c. **Évaluation financière (30%)**

Calcul de la Note Financière :

La Proposition Financière la moins disante (Fm) obtiendra le score financier maximum (Sf) de 30 points. Les scores financiers (Sf) des autres Propositions Financières seront calculés de la manière suivante : Sf du soumissionnaire X = 30 multiplié par Fm et divisé par la proposition financière F (X).

1. Critères d'attribution du Contrat

L'UNICEF attribuera le marché au soumissionnaire ayant obtenu la note finale (technique + financière) la plus élevée.

Le soumissionnaire retenu devra s'engager de garantir que l'effectif et l'équipement affecté à chacun des lots reste permanent et inchangé jusqu'à la fin des travaux. La liste nominative de l'effectif étayée par des copies des pièces d'identité fournies lors de la signature du marché.

Avant l'expiration de la période de validité de la proposition, L'UNICEF attribuera le Contrat au Soumissionnaire le plus qualifié et dont la Proposition, après évaluation, est considérée comme répondant le mieux aux besoins de l'organisation et aux exigences de l'activité concernée.

2. Droit de l'UNICEF de modifier ses exigences au moment de l'attribution

L'UNICEF se réserve le droit, au moment de l'attribution du contrat, de modifier la quantité de biens et services spécifiée dans l'invitation à soumissionner, de supprimer certains postes, sans modification des coûts unitaires ou des autres spécifications et conditions.

3. Signature du Contrat

Le Soumissionnaire retenu doit signer, dater et renvoyer le contrat à l'UNICEF dans un délai de 5 jours à

compter de la réception du contrat

ANNEXE II : FORMULAIRES DE SOUMISSION

FORMULAIRE DE L'OFFRE TECHNIQUE

[Lieu, Date]

A l'attention de :

Chef des Operations de l'UNICEF

Adresse :

Courriel :

Madame, Monsieur

Objet : 9164425 :

Réf.

Nous, soussignés, proposons de fournir les services pour la mission indiquée ci-dessus en Objet conformément à votre Demande de Propositions (DP) en date du [Insérer Date] et à notre Proposition.

Nous soumettons par la présente notre Proposition, qui contient cette Proposition Technique, et une Proposition Financière, chacune placée dans une enveloppe cachetée/un paquet clairement libellés.

Nous soumettons notre Proposition en association avec :

[Insérer la liste avec le nom en toutes lettres et l'adresse de chaque Agence Associée].

Nous déclarons par la présente que toutes les informations et déclarations faites dans cette Proposition sont vraies et acceptons que toute déclaration erronée puisse conduire à notre disqualification.

Nous y joignons des informations pour appuyer notre éligibilité conformément à la demande de proposition.

Si des négociations se tiennent durant la période de validité de la Proposition, nous nous engageons à négocier sur la base des Personnels Experts Clés désignés dans notre Proposition.

Notre Proposition engage notre responsabilité et, sous réserve des modifications résultant des négociations du Marché, nous nous engageons, si notre Proposition est retenue, à commencer la prestation des services de cabinets relatifs à la mission au plus tard à la date indiquée dans cette demande de proposition.

Nous comprenons que vous n'êtes pas tenu(e) d'accepter toutes les Propositions qui vous sont adressées.

Veillez agréer, Madame, Monsieur, l'expression de notre considération distinguée.

Signataire Mandaté	
Nom et titre du Signataire	

Nom de l'agence	
Adresse de l'agence	

3 – FORMULAIRES DE L'OFFRE FINANCIERE

[Lieu, Date]

A l'attention de : M. ou Mme
 Chef des Operations de l'UNICEF

Adresse :

Courriel :

Madame, Monsieur

Objet :

Réf. LRPS-2021-9164425

Nous, soussignés, avons l'honneur de vous proposer nos services de soumissionnaires, pour la mission indiquée ci-dessus en Objet conformément à votre Demande de Propositions en date du [date] et à notre Proposition Technique.

Notre Proposition Financière ci-jointe porte sur le montant forfaitaire de [insérer le(s) montant(s) en toutes lettres et en chiffres].

Notre Proposition Financière engage notre responsabilité sous réserve des modifications résultant des négociations contractuelles relatives au Marché, jusqu'à expiration de la période de validité de la Proposition.

Nous comprenons que vous n'êtes pas tenu d'accepter toutes les Propositions qui vous sont adressées.

Veuillez agréer, Madame, Monsieur, l'expression de notre considération distinguée.

Signataire Mandaté	
Nom et titre du Signataire	
Nom du Soumissionnaire	

Annexe 3 : TERMES DE REFERENCES

Title of the consultancy	Institutional contract to carry out a technical assistance to build a disability sensitive social protection system in Madagascar
Objective	Provide technical assistance to the Ministry of Population and the FID (<i>Fond d'Intervention pour le Developpement</i>) to build an inclusive social protection system for persons with disabilities in Madagascar
Type of contract	Institutional contract
Location	Remote work and missions in Antananarivo, Madagascar and selected regions

1. BACKGROUND AND RATIONALE

The Government of Madagascar demonstrated its commitment to the rights of children and persons with disabilities when it ratified the Convention of the Rights of Persons with Disabilities (CRPD) in 2014, whose purpose is to promote, protect and ensure the full and equal enjoyment of all human rights and fundamental freedoms by all persons with disabilities, and to promote respect for their inherent dignity.¹ However, this commitment has not resulted in concrete social policies or actions. In the Government's Plan Emergence Madagascar (PEM) 2019-2023, a forthcoming comprehensive development plan for the country, the issue of disability is barely mentioned. Many social policies are supposed to be applied to everybody, implicitly including persons with disabilities, but do not contain concrete measures to address their specific needs and promote their inclusion into society.

According to the most recent national statistics (MICS, 2018)², one of the few sources of data on children with disabilities, 10 per cent of children aged 2 to 5 in Madagascar have disabilities. The ratio goes up to 14 per cent for children aged 5 to 17 with disabilities in mobility (1.2 per cent), vision (0.7 per cent), hearing (0.6 per cent), behavioral control (2.4 per cent), depression (3.1 per cent), etc. These data are alarming and much higher than global projections that normally estimate as 5.1 per cent the ratio of children with disability and 0.7 per cent with severe disability.³

The current social protection system and main national social protection programmes, including the COVID-19 response, are not tailored to the needs of persons with disability. While persons living with disability are not excluded from the existing programmes, formal and informal barriers to their inclusion exist and their needs are not mainstreamed into the national system and programme design and are left behind.

According to the Management Information System (MIS) of the national safety nets programme only about 1 per cent of beneficiaries are persons living with disabilities, which clearly suggests an under-representation of this category of people in the national programme compared to the official statistics mentioned above. One of the reasons for this low figure is a poor identification system. The questionnaire used for enrollment collects basic disability information and is conducted by staff not properly trained in identifying, understanding, and assessing disability issues. This is one of the major obstacles to understand how/if people with disability are properly included in the programme, what are their needs, and what type of complementary services they will require. In addition to this identification issue, people with severe functional disability are discouraged to enroll

¹ CRPD Article 1 (Purpose), 1st paragraph.

² Multiple Indicator Cluster Survey (MICS) by UNICEF implemented in 2018; see: <https://www.unicef.org/madagascar/mics2018>

³ WHO and World Bank, "World Report on Disabilities 2011, p. 29.

in the programme due to physical barriers (distance with registration sites and payment sites often located in the center of the village) and cultural stigma. The national cash transfer programme also have strict conditionalities to attend school and this is another barrier for children with disabilities. Beside those operational issues, the parameters of the programme are not designed to meet the needs of persons with disability as the amount of transfer is equivalent to approximately 20 per cent of household annual consumption. However, persons living with disabilities have different needs and their cost of living is higher than in other households. This is not reflected in the amount of transfers which, in the current programme design, remains the same for all beneficiaries.

Against this backdrop, UNICEF has responded to these needs and reinforced the currently existing system through its Social Policy programme, which aims to reduce child poverty and give all children an equitable chance in life. In particular, UNICEF is conducting some preliminary work to make the social protection system more sensitive to persons living with disability. A review of the current national cash transfer programme is currently underway and recommendations will be made on how to improve the programme design. The analysis also makes simulations on the costs associated with the introduction of a disability benefit in the programme. In addition to this analytical work, UNICEF is currently implementing an integrated joint social protection programme (cash plus) with other UN agencies (WFP, ILO and UNFPA) to make the social protection system more inclusive, with funding from the Joint Sustainable Development Goals (SDG) Fund. As part of this work UNICEF is developing identification and enrolment tools to better measure disability variables during the registration process and set up a referral system to the most appropriate existing services. This will be done through two steps process, an initial screening for basic disability indicators during the programme registration and a second step with a more detailed disability questionnaire conducted by trained staff at a later stage. Initial tools have been developed, they need to be further tested and operationalized in order to make the system more disability sensitive.

UNICEF has received a grant from the Disability Inclusive Social Protection Thematic Fund (funded by Norway) to support its work on disability sensitive social protection in Madagascar. This work will be implemented over a 12 months period in 2021 and it will consist of both technical assistance and operational work to strengthen the capacity of the social protection system to address the needs of people with disability. The work will also have an important advocacy and evidence generation component to continue and scale up the approach in the coming years.

2. PURPOSE, OBJECTIVES AND SCOPE OF WORK

The UNICEF Social Policy programme is hiring an institution to provide technical assistance to the ongoing social protection disability work in Madagascar. More specifically UNICEF is looking for a qualified team of experts to test out the identification tools for registering disabled people, define eligibility criteria for key social protection programmes and provide overall support in the operationalization of a more disability sensitive social protection system in selected urban and rural areas of the country.

Specific tasks required for this consultancy are the following:

- Test out the identification tools⁴ for disability for finalization and identify the most appropriate mechanism to conduct the identification process at the decentralized level (ideally commune or village level). The identification tools should be adapted to the administrative, technical and logistic capacity existing at decentralized level in Madagascar;
- Provide technical support in training the local actors involved in the identification process, provide support in the pilot phase of the identification process in selected communes. Based on the lessons learnt from this pilot propose any necessary revisions to the tools. The identification system will be piloted in at least two rural and two urban areas, where the national safety net programme is already implemented or will be scaled up in 2021;
- Work with the Ministries in charge of Social Protection and Public Health in order to define the eligibility criteria to enroll disabled people into specific social protection programmes;
- Work with the appropriate Government bodies to ensure that:

⁴ The initial draft of the identification tool is available on request.

- Eligibility criteria are reflected in the national legislation and national policy framework. If necessary, provide technical inputs to revise the legislation and the national social protection policy/strategy to reflect disability inclusion;
 - Identification and eligibility criteria are properly reflected in the national social registry under development, so that the registry will be a tool for the Ministry of Population, Social Protection and Promotion of Women (MPPSPF) to identify disabled people and refer them to most appropriate services when/if they exist;
 - The single window for social protection currently under development in selected pilot communes has the necessary human and financial resources to work on disability identification and referral.
- Based on the initial recommendations of the programmatic review of safety nets programme conducted in 2020⁵, propose a design for the “equal opportunity grant/disability grant” that will be piloted in selected locations in 2021 as a complementary intervention to the national safety nets programme;
 - Identify and propose a design for other types of social protection interventions tailored to address the needs of disabled people. The proposed interventions should be feasible and appropriate to the context of Madagascar characterized by very low financial resources for social protection and extremely limited administrative and logistic capacity;
 - Provide technical support to the FID (*Fond d’Intervention pour le Developpement*), the national agency for social protection, during the initial stage of the implementation of the equal opportunity grant;
 - Define key variables and tools to be monitored during the implementation of the equal opportunity grant (via the national MIS system for safety nets, and/or via the impact and formative evaluations currently ongoing for the various cash transfer programmes);
 - Elaborate an advocacy document (i.e. policy brief) and a presentation for national policy makers and international donors to support the development of a social protection system sensitive to disabled people in Madagascar.

3. DELIVERABLES

The following deliverables will be produced:

- An **inception report** detailing the approach, methodology, workplan and timing of the assignment;
- A **draft technical report** detailing the following elements:
 - a) Finalized identification tools⁶ for disability and proposed mechanism to conduct the identification. The description of the mechanism should detail: government institution(s) responsible(s) for the process, human resources necessary/available/to be hired; competencies required/type of training to be organized; logistic resources needed/available/to be provided and tentative budget; timing for each steps of the identification process; possible obstacles and risk mitigation measures. Training material for the local actors will be included in the annex.
 - b) Eligibility criteria for the enrolment in selected social protection programmes and actionable suggestions on how to reflect those criteria in : i) national legislation, ii) national policy, iii) social registry; iv) single window;
 - c) A proposed design for the equal opportunity grant and any other social protection programmes pertinent for the context of Madagascar;

⁵ Programmatic Review to Increase the Inclusiveness of the National Safety Nets Programme in Madagascar, Development Pathways, December 2020, Draft

⁶ The initial draft of the identification tool is available on request.

- d) Key variable to be monitored via MIS and/or ongoing evaluations, including specific disability questions to be added to the existing monitoring and evaluation tools.

This will be a technical report aimed at informing local actors (central and decentralized government bodies, implementing partners, UNICEF, UN agencies and the World Bank) on the operational procedures and tools to be used to implement the identification, enrolment and operationalization of disability social protection programmes. The draft technical report will be produced in French only.

- A **final technical report**: the final technical report will cover the points a. to d. mentioned above, revised based on:
 - o Comments received by national stakeholders and implementing partners on the initial draft report;
 - o Lessons learnt during the pilot identification and during the implementation support in initial stage of the “equal opportunity grant” programme.

The final technical report will be submitted four months after the beginning of the “equal opportunity grant” (after two installments paid to the beneficiaries). The final technical report will be produced in French only.

- An **advocacy document** (i.e. policy brief) and **presentation** for policy makers and international donors: this will be a short document (15-20 pages, accompanied by a PowerPoint presentation) addressed to national policy makers and donors to advocate for key investments and policy reforms in order to make the social protection system more sensitive to people with disability. The structure of the advocacy paper will be defined at the beginning of the assignment in collaboration with UNICEF team. The advocacy document will be in French, Malagasy and English (cost of the translation should be included in the financial proposal).

The table below summarize the deadline for each deliverable and the percentage of total payment that will be made.

Deliverable	Deadline	Payment
Inception report	March 2021	10%
Draft technical report	May 2021	35%
Advocacy paper and presentation	July 2021	20%
Final technical report	September 2021	35%

All deliverables must be in professional level standard French (or Malagasy/English) and they must be language-edited/proof-read by a native speaker.

4. QUALIFICATIONS OR SPECIALIZED KNOWLEDGE / EXPERIENCE REQUIRED

The required qualifications for this assignment are the following:

- Senior social protection expert with extensive experience (> 15 years) in social safety nets, particularly in Africa and in low income countries. Previous experience in providing technical assistance in developing disability inclusive social protection system is an asset. Excellent knowledge of English and French. The senior social protection expert will be involved for about 40 working days.
- Senior disability expert with extensive experience (>15 years) in providing technical support for developing disability inclusive social protection policies, systems and programmes in various countries, including in the African continent and in low income countries. Excellent knowledge of English and French. The senior disability expert will be involved for about 40 working days.
- MIS/Social Registry specialist with previous experience (>5 years) in providing technical assistance to Government of low-income countries in developing their social registry. This specialist will work for about 10 days to ensure that disability is properly considered in the social registry design.

- Social protection consultant(s) to provide support during the work assignment for field work, data collection, implementation support and stakeholders consultations. Excellent knowledge of French and Malagasy. The social protection consultant(s) will be involved for about 60 days of work.

The institution will propose the exact number of days and team composition based on the tasks defined in their technical proposal. A gender-balanced team is strongly encouraged.

5. ADMINISTRATIVE ISSUES

This is a time sensitive consultancy as the grant available to finance the disability social protection work and the equal opportunity grant will expire in December 2021. The development of the identification system, training of local actors, definition of eligibility criteria and design of the equal opportunity grant should be completed by end of March 2021 in order to begin the implementation of the “equal opportunity grant” in April 2021. The assignment is expected to begin on March 1st 2021.

The consultancy will require both remote work as well as work in Antananarivo and in the selected field locations. If travel restrictions to Madagascar will be lifted in early 2021 it is expected to have missions in Madagascar done by the international experts. Otherwise, the work in Madagascar will be done by the national consultant(s) with remote supervision from the international experts.

The financial proposal will cover only the technical assistance as defined in the deliverables section, including the organization of the trainings required for the identification process. The implementation of the various aspects of the programme will be done by national stakeholders via a programme agreement with UNICEF: the identification process will be done by the government institution(s) that will be identified in the technical report and the “equal opportunity grant” will be implemented by FID. The financial proposal therefore should not include those cost.

A timeline for the implementation of the disability grant is in annex 1 of those Terms of Reference.

6. APPLICATION PROCESS

Each proposal will be assessed first on its technical merits and subsequently on its price. In making the final decision, UNICEF considers both **Technical and Financial Proposals**. The Evaluation Team first reviews the Technical Proposals followed by review of the Financial Proposals of the technically compliant firms. 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.

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

- a) **Request for proposals for services form** (provided above).
- b) **Presentation of the bidding institution** or institutions if a consortium (maximum two institutions will be accepted as part of the consortium), including:
 - Name of the institution;
 - Date and country of registration/incorporation;
 - Summary of corporate structure and business areas;
 - Corporate directions and experience;
 - Location of offices or agents relevant to this proposal;
 - Number and type of employees;
 - In case of a consortium of institutions, the above listed elements shall be provided for each consortium members in addition to the signed consortium agreement; and
 - In case of a consortium, one only must be identified as the organization lead in dealing with UNICEF.
- c) **Narrative description of the institution's experience and capacity** in the following areas:
 - Social protection technical assistance;
 - Social protection disability sensitive technical assistance;

- Previous assignments in developing countries in general, and related to social protection programmes, preferably in Africa, and particularly in Madagascar.
- d) **Relevant references** of the proposer (past and on-going assignments) in the past five years. UNICEF may contact references persons for feedback on services provided by the proposers.
- e) **Samples or links to samples of previous relevant work** listed as reference of the proposer (at least three), on which the proposed key personnel directly and actively contributed or authored.
- f) **Methodology.** It should minimize repeating what is stated in the ToR. There is no minimum or maximum length. If in doubt, ensure sufficient detail.
- g) **Work plan**, which will include as a minimum requirement the following:
 - General work plan based on the one proposed in the ToR, with comments and proposed adjustments, if any; and
 - Detailed timetable by activity (it must be consistent with the general work plan and the Financial Proposal).
- h) **Technical assistance team:**
 - Summary presentation of proposed experts;
 - Description of support staff (number and profile of research and administrative assistants etc.);
 - Level of effort of proposed experts by activity (it must be consistent with the Financial Proposal); and
 - CV and three referees of each expert proposed to carry out the evaluation.

The Technical Proposal will be submitted in electronic (PDF) format.

The presence of a conflict of interest of any kind will automatically disqualify prospective candidates from consideration.

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

- a) **Resource Costs:** Daily rate multiplied by number of days of the experts involved.
- b) **Conference or Workshop Costs (if any):** Indicate nature and breakdown if possible.
- c) **Travel Costs:** All travel costs should be included as a lump sum fixed cost. For all travel costs, UNICEF will pay as per the lump sum fixed costs provided in the proposal. A breakdown of the lump sum travel costs should be provided in the Financial Proposal.
- d) **Any Other Costs (if any):** Indicate nature and breakdown.
- e) **Recent Financial Audit Report:** Report should have been carried out in the past two years and be certified by a reputable audit organization.

Bidders are required to estimate travel costs in the Financial Proposal. Please note that: i) travel costs shall be calculated based on economy class fare regardless of the length of travel; and ii) costs for accommodation, meals and incidentals.

The Financial Proposal must be fully separated from the Technical Proposal. The Financial Proposal will be submitted in hard copy. Costs will be formulated in US\$ and free of all taxes.

7. EVALUATION OF PROSALS

Proposals will be evaluated against two elements: technical and financial. The ratio between the technical and financial criteria depends on the relative importance of one component to the other. 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.

The Technical Proposals will be evaluated against the following:		
REF	CATEGORY	POINTS
1	Overall response: <ul style="list-style-type: none"> • Completeness of response (all the necessary documents are included) • Overall concord between the ToR requirements and proposal 	2 3
2	Company/key personnel/individual consultant: <ul style="list-style-type: none"> • Range and depth of experience with similar projects (information on previous disability inclusive social protection work carried out by the institution, including programme assessment, design, provision of technical assistance to government) • Samples of previous work • References (minimum 3 references) • Key personnel: relevant experience and qualifications of the proposed team for the assignment (information on personnel's expertise in line with section 4 of the ToR) 	8 5 5 14
3	Proposed methodology and approach: <ul style="list-style-type: none"> • Detailed proposal with main tasks, including sound methodology to achieve key outputs (inclusion of a comprehensive methodology as per section 2 and 3 of the ToR) • Proposal presents a realistic implementation timeline (inclusion of a realistic workplan, including possible risks and mitigation measures) 	20 13
Total Technical		70
Only proposals which receive a minimum of 60 points will be considered further.		

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.,

$$\text{Score for price proposal X} = \frac{30 * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

Annex 1 – Timeline for the implementation of the disability sensitive social protection grant

		Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec
Procurement process to hire the international firm for technical assistance	UNICEF												
Inception report	Selected institution												
Draft technical report	Selected institution												
Transfers of Funds to implementing partners (FID and Government structure(s)) based on recommendation of the technical report	UNICEF												
Training of local actors on the identification process	Selected institution												
Identification, registration based on eligibility criteria in 2-3 pilot rural and urban locations	Government structure(s)												
Implementation of the “equal opportunity grant” (payments made every two months)	FID				P		P		P		P		P
Implementation support during identification and initial stage of implementation of the programme	Selected institution												
Advocacy paper	Selected institution												
Final technical report (taking into account comments and lessons learnt from the field)	Selected institution												

It is expected that the advocacy papers as well as the monitoring and evaluation data that the firm will suggest collecting (via the ongoing parallel evaluation work) will provide elements to mobilize additional funds and continue the activities in 2022.

ANNEXE IV : CONDITIONS GÉNÉRALES APPLICABLES AUX CONTRATS D'ENTREPRISE CONCLUS PAR L'UNICEF

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 includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of

such information.

"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.

"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 Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and

Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the 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

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:

(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.

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 Conduct Promoting the Protection and Safeguarding of Children. 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

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 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

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 authorised agents of UNICEF, at any time during the term of

the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the 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

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.

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

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

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that

has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the

exclusive property of UNICEF, and 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 fulfil 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.

5.10 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.

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

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

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 entitle

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.

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