**United Nations Children's Fund**
UNICEF- Ethiopia
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Africa Hall
ADDIS ABABA
Ethiopia

Telephone
Facsimile
Email

**REQUEST FOR PROPOSAL FOR SERVICES**

**LRPS-2021-9165100** **18 February 2021**

# UNITED NATIONS CHILDREN'S FUND (UNICEF)

**Wishes to invite you to submit a proposal for**

Consultancy to conduct a formative research on successful strategies to end FGM, including strategies to increase service seeking behavior and strengthen provision of care, and transform harmful inequitable gender norms in Ethiopia
Due Date: 03 March, 2021 at 2:00PM Local time
Bid is open for Local Vendors only

XXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXX

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**THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:**

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## 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-2021-9165100** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

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

10 Days 3.0%_____15 Days 2.5%_____20 Days 2.0%_____30 Days Net_____Other_____

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**10 Consultancy to conduct a formative resea**

Summary
Consultancy to conduct a formative research on successful strategies to end FGM, including strategies to increase service seeking behavior and strengthen provision of care, and transform harmful inequitable gender norms in Ethiopia.
Purpose - Identifying opportunities and innovative approaches to increasing the demand for and improving the supply of health and protection services. The research will inform the specific Social Behavior Change and Communication (SBCC) activities and approaches based on existing opportunities at individual, community and organizational level, so that messages and channels can be tailored appropriately and amplify social and gender norms transformation
Duration - 4 months based on working days over 9 months (to account for ethical clearance, holidays and feedback on deliverables)
Reporting to - Child Protection Specialist (Child Marriage and FGM/C)
Background
Ethiopia
Eliminating female genital mutilation (FGM) is considered a priority for Ethiopia in order to ensure the protection of children#s rights, including prevention of gender-based violence and violence against children (VAC), increasing girls# access to education, and improving women#s health indicators. Since 2013, the national Harmful Traditional Practices (HTP) Strategy has been the primary policy document addressing FGM in Ethiopia and there is evidence of good progress in the last decade or so. It was found that from 2005 # 2016, FGM amongst girls 15 # 19 years old declined from 62 per cent to 47 per cent. Whilst this is positive progress, the rates of decline are not fast enough to meet national (2025) and Sustainable Development Goal (SDG) (2030) targets of elimination. To end FGM by 2030, progress for girls and women aged 15 #19 years old needs to be eight times faster than progress over the past ten years. Evidence shows that whilst the prevalence of FGM is reducing amongst younger age groups, the high population of adolescent girls in Ethiopia means the absolute number of girls affected by both practices is one of the highest in Eastern and Southern Africa.
The Government of Ethiopia (GoE), UNICEF, UNFPA, UN Women and multiple other partners undertook a multi-year process to develop a comprehensive national roadmap to end child marriage and FGM by 2025. International and National Girl Summits were held in London (2014) and Addis Ababa (2015) where the GoE committed to end FGM. Led by the Ministry of Women, Children and Youth (MoWCY) - alongside a strengthened National Alliance to End Child Marriage and FGM (National Alliance), a specially created Task Force, and with UNICEF support - a comprehensive, costed Roadmap was subsequently developed.

The key drivers of FGM are social, religious, cultural and gender norms. The importance of girl#s reproductive capacities to families# social standing is evident across all regions. FGM is primarily driven by gender norms that seek to control women#s sexuality. These norms may be tied to religious beliefs, and FGM is believed by many to be a religious requirement. FGM may be so embedded in cultural practices that it is held in place, even when parents believe it should be eliminated, by fear of being socially sanctioned by the community. Failure to comply with social expectations can result in social consequences such as naming and shaming unmarried girls, a reflection of Ethiopia#s highly entrenched patriarchal social system and gender inequalities.
UNICEF Ethiopia
UNICEF, in collaboration with UNFPA and key governmental and non-governmental agencies, has been implementing the joint programme on FGM (UNJP-FGM) since 2008. Since 2020 UNICEF is working together with the Government of Canada to end FGM in a five-year programme. These programmes implement interventions around five areas: 1) girls# empowerment and life skills; 2) social and behavior change communication (SBCC) in communities; 3) prevention, protection and health services; 4) legal and policy frameworks; 5) data and evidence.
Social Behavior Change interventions under the FGM programmes
An SBC strategy developed by the harmful practices team for ending child marriage and FGM is focused on addressing the social and gender norms that underpin both of these harmful practices. Similar methodologies are being used across all three programmes and include life skills for out-of-school girls, boys/men engagement,

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engagement with religious leaders, Community Conversations (CC), and media engagement. The FGM programmes place a strong focus on gender transformation which aims to address the specific needs of girls/women and boys/men but must also transform the power dynamics and structures that reinforce gendered inequalities.
To provide information on the transformative effects on social and gender norms that can be analyzed and compared across the implementing countries, global frameworks for SBC measurement have been developed:

Given the vital role that social norms play in both the continuation and elimination of FGM, the UNJP put changes in social norms at the core of programme strategies. The global UNJP commissioned Drexel University to develop a macro level global M&E framework, summarized under the acronym #ACT#, for tracking and measuring changes in social norms related to FGM. ACT was developed with a global scope in mind, but with flexibility to be localized to country contexts (UNFPA, UNICEF and Drexel University, 2018a).
§ The Cross-Regional Social Norms Change Initiative on Harmful Practices aims to further enhance Social Norms Programming and Measurement. Building on work initiated by the UNICEF in West and Central Africa (WCA) Regional Office in 2015 to measure social norms related to Child Protection in Senegal in collaboration with Columbia University, in 2017, the Communications for Development (C4D) and Child Protection teams in the UNICEF Middle East and North Africa Regional Office (MENARO) partnered with NYHQ and 12 MENA COs to develop a set of monitoring tools focused on social and behavior change around Child Marriage, FGM and Violent Discipline.
Justification
While the Ethiopian Demographic Health Survey provide critical information on FGM prevalence, there is less evidence of what works to prevent FGM and to change gender and social norms, especially in a context where local dynamics vary significantly. Civil Society Organisations have also contributed to knowledge generation on FGM, but with limited scope in either geography or topics covered. The evaluation from the Joint Programme on FGM noted that data and evidence were insufficiently detailed to understand the drivers of change at the community level, especially considering the high level of heterogeneity even within woredas and the dynamic nature of FGM; for example, the age of cutting ranges from close to birth to the days surrounding a wedding. In addition, administrative data on FGM are scarce, health promotion tools used are not harmonized and it is therefore difficult to obtain regular information and updates on the practice, including on women and girls# access to services.

Promoting positive social and gender norms is widely recognized as a key strategy to eliminate harmful practices. Underlying these practices are a complex set of drivers that exist at the individual level (attitudes, beliefs, agency), the group level (community dynamics, social influences, norms), and within the broader enabling environment (governing entities, communication environment, structural barriers to change). While there are studies available on FGM in Ethiopia, each with different geography and thematic area, there is little systemic overview of successful strategies to end FGM and challenge harmful gender norms in Ethiopia, which is why a meta-synthesis of existing evidence is required as a first step in the formative research. The meta-synthesis aims to provide an overview of existing literature covering some key questions outlined below, as well as provide recommendations on any gaps or key priorities that would require further research in the second part of the formative research. The synthesis will complement already existing knowledge on FGM and how it is intrinsically linked with inequitable gender norms in Ethiopia by providing qualitative synthesized insights.

The process for the formative research will require literature review to inform the meta-synthesis, direct primary investigation with Implementing Partners# (IP) staff, social and health service providers and various cadres community members/leaders, synthesis of successful and less successful strategies to end FGM and recommendations for future programming. The research should focus on research conducted in Ethiopia, covering Afar, Oromia, Somali and SNNP, with a particular focus on pastoral communities in southern Ethiopia. Working with pastoral communities is a key priority for UNICEF programming given their particular vulnerabilities and require further understanding of appropriate approaches to meaningfully engage with these communities to end harmful practices, notably FGM.
Objectives / Target
An international research institution with knowledge on child protection, harmful practices, social and behavior

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change strategies, and knowledge of gender transformative approaches along with solid experience in gender analysis and an established relationship with local research agencies with the ability to deploy people who can speak major Ethiopian languages is required for a dedicated period of 4 months in 2020/21 (spread over 9 months to allow for feedback loops and ethical clearance).
UNICEF will oversee the contract, in collaboration with a technical committee comprised of the Ministry of Women, Children and Youth (MoWCY), Ministry of Health, UNFPA and other members of the National Alliance to end child marriage and FGM, as a standalone product as well as providing a global public good related to efforts to reduce and end FGM in Ethiopia.
This Terms of Reference calls for a research institution to design and conduct a formative research on successful strategies to end FGM in Ethiopia.
Methodology
The formative research will be conducted in two parts: a meta-synthesis of qualitative evidence and existing literature will be conducted, to consequently inform which areas need further in-depth investigation through primary data collection. The formative research should adopt a participatory, human-centered design (HCD), solutions-oriented approach, keeping the girls and women at the center of the investigation. The action research should be tailored based on an understanding of what we already know about what works and what doesn#t to eliminate FGM and how both health care and protection services and multisectoral community engagement efforts should be enhanced to ensure they are responsive to girls# and women#s needs. The research will apply a gender-based analysis throughout the process, to ensure different experiences and needs of girls, women, boys and men are accounted for. The research should explore how gender roles, stereotypes and power dynamics are contributing to the perpetuation of FGM and how interventions can be enhanced to undress such underlying drivers. Additionally, specific areas of how gender norms and FGM are mutually reinforcing will be explored to better understand women and men#s different roles in the (continuation of) the practice.
PART 1: Meta-synthesis to provide systemic overview and analysis of existing research

The meta-synthesis will provide a literature overview and analysis of existing evidence and research on FGM drivers and practices, as well as successful and less successful strategies to end FGM within Ethiopia and in similar settings. Key areas and questions that should be considered:

1. Successful strategies to end FGM
· Are there any tested and existing good practices that have resulted in a significant decline or in stopping FGM taking place in the communities, what are they and can they be scaled up?
· What successful strategies are used to contribute to addressing gender inequality and negative gender stereotypes as root causes of FGM?
· What strategies are used to foster the meaningful participation of women and girls in the design and implementation of successful strategies
· What are successful strategies to end FGM in pastoralist communities?
· What are examples of successful Social and Behavior Change Communication intervention and prevention strategies?
· What experience has been documented with health and protection sectors working together to combat FGM?
· What kind of measurement framework has been used successfully to track results at different levels including change among families and communities as well as in service delivery?
· Are there any examples of interventions to end FGM that didn#t generate the desired outcomes or caused more harm in the communities?

2. FGM drivers and protective factors
· What factors and values (i.e. social and gender norms) led to the decision for a family not to cut their daughter? What factors led to the decision for a family to cut their daughter? Is this different for pastoralist communities?
· To what extent is FGM linked with marriageability and status among peers and the community? What are the experiences of girls who have not undergone FGM? What are the challenges they and their families experienced?
· Who are key actors (at community, kebele, woreda level) and change influencers who can end FGM? Why? What do they do to (or how do they) stop FGM?

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- Who are change agents in the community that promote gender equality?
- Who are the gatekeepers in the communities?

3. FGM practices across different regions
- Who is the decision maker for cutting? What roles are played by family (mother, father, grandparents, parents-in-law and girls) and community members in the decision making? What roles are played by social and legal institutions?
- What are the trusted sources of information, channels and platforms for communities and families to receive information on FGM?
- What are current patterns and trends related to cutting such as age of cutting, season of cutting, whether there are ceremonies or rituals, incentives to circumcizers?

PART 2: Primary data collection based on gaps identified in the meta-synthesis

The focus for the second part of the research will depend on the outcomes of the meta-synthesis and additional questions generated for the programme implementation. Based on the meta-synthesis, gaps will be identified that need further attention and qualitative, in-depth investigation. The second part of the formative research will complement the missing data and information through primary data collection. The firm should facilitate an ideation and prioritization process with key stakeholders, presenting the evidence gathered in order to determine the most appropriate formative research questions to be answered by the research. Research approach should be action focused, with an HCD lens, going beyond traditional key information interview and FGDs into more innovative, in-depth methods of investigation.
The approach to the formative research should be proposed by the firm, with room for adaptation based on the meta-synthesis. Key stakeholders who should be considered and engaged as participants and/or informants include, in addition to community influencers/gatekeepers and families, from the project focus regions (Somali, Afar, SNNP and Oromia): the Bureau of Women, Children and Youth (BoWCY), the Regional Health Bureau, Regional Attorney General (RAG), Faith Based Organizations (FBO#s) and UNICEF Implementing Partners (IPs). Key workforces to be engaged include woreda health and protection staff, health workers, health extension workers, and mobile health and nutrition teams.

Key focus areas and questions that will guide the primary data collection, in addition to the research questions that are formulated by the project stakeholders:

1. Demand and supply of health and protection services for FGM
- Are people aware of existing health and protection services (i.e. case management, legal and psycho-social services) for FGM?
- Are people aware of the law on FGM and other legal rights of women (i.e. protection from violence)? Do they trust the law will protect them?
- When and why do people decide to access health services for FGM?
- When and why do people decide to access protection services for FGM?
- How do informal mechanisms (including informal justice system) contribute to the provision of services?
- Does health and protection service delivery contribute to changing FGM practices?
- What are barriers for women for accessing health and protection services?
- What specific measures can be taken to improve health and protection service delivery for FGM?

2. Synergies between Child Protection and Health
- What synergies are there between health and protection services to end FGM?
- What are approaches to maximize synergy between Child Protection and Health sectors?

3. Social Behavior change and strategies to challenge inequitable gender norms
- What are gender dynamics at individual, household and community level? And how is power exercised at different levels (household, institution) to control women and girls?

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· What are constraints to gender equality at individual, household and community level?
· What are opportunities to support adolescent girls# empowerment processes?
· What are forums for challenging pervasive gender norms and power structures in society?
· What are effective strategies to engage men and boys to end FGM and challenge gender norms?
· What factors contribute to gender equality (e.g. capacities/knowledge/resources of local stakeholders; and enabling environment)?.

Key considerations for the formative research are as follows:
· How are gender norms and expectations (such as sexual purity and chastity, being a good wife) in society influencing FGM practices and strategies to end FGM?
· All data is expected to be disaggregated by sex and age.
· How do the above key-areas and assumptions relate to pastoralist communities? How are programmes and interventions on FGM tailored to reach pastoralist communities?
· How to conduct primary data collection if COVID-19 restrictions continue?
· What research/studies are still relevant in 2020 and what research would have to be revisited to make it pertinent to Ethiopia#s current context?

SPECIFIC TASKS
The tasks contained within the overall assignment are typical of a formative research. Each task will produce an output that UNICEF (Child Protection Specialist (Child Marriage and FGM/C) will receive. The institution and UNICEF will in turn consult with the technical committee (comprising of Health and Child Protection staff) and provide feedback. Each of these outputs are indicated with an asterisk (*) below. The contract has been designed to account for all the feedback loops against the starred (*) tasks. Meetings between the research agency/ institution and the technical committee will be required intermittently, organized by MoWCY, the Government of Canada and UNICEF, and these will be documented by UNICEF to keep a record of mutual agreements. Additionally, key findings will be shared intermittently before sharing the draft report.
The proposal should include an approach on how to conduct the formative research if COVID-19 restrictions should continue.
Expected Deliverables
# Tasks Expected Output Deliverables Timeframe
(Tentative) Payment Schedule
1 Introductory skype call with UNICEF staff Clear understanding of the ToR Minutes from call clarifying any questions0.5 day
2 Develop and submit inception report which articulates the planned methodology, key steps and processes Overview of methodology and key processes that will inform the research Inception report in word format 3 days
3 Review and analysis of existing literature and research on FGM carried out in the last ten years in Ethiopia and in the region, with a specific focus on pastoralist communities. Overview and analysis of existing evidence and information relevant to the key focus areas outlined above. Soft copy of literature review in word format

16 days
4 Prepare draft research report* on key focus areas and strategy employed to address the questions, findings and gaps for further research (Part 2 of assignment) Draft meta-synthesis report Soft copy of draft report in word format6 days
5 Prepare a power point presentation* on the meta-synthesis draft report, which will need to be edited once the report is finalized. Presentation of findings Soft copy of presentation of findings1 day
6 Address comments on draft meta-synthesis report* provided by the Technical committee Meta-synthesis report Final report in soft copy (word and PDF formats) 3,5 days Deliverable 1 (30%)
PART 2: Primary data collection
7 Facilitate a workshop with project stakeholders to present discovery from part 1 and agree on key research questions Workshop report and key research questions to be taken forward Workshop 2 days
8 Develop and submit inception report which articulates the planned participatory methodology (including sampling methodology, analysis plan, etc.), and key steps and processes based on the recommendations from the

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meta-synthesis*Detailed methodology and key processes that will inform the research Inception report in word format3 days
9 Prepare tools for data collection for the regions of Oromia, Somali, Afar, and SNNP Research tools Soft copy interview format (word) 3 days Deliverable 2 (20%)
10 Revise 8-9 based on comments from UNICEF/stakeholders Final methodology and research tools Soft copy format (word) 2 days
11 Prepare application for ethical clearance* Ethical clearance Ethical clearance application, including protocol, tools, etc. 2 days
12 Training of data collectors Training Training report 4 days
13 Undertake primary data collection in targeted areas

Data collected Soft copy of mid-term field work report 15 days Deliverable 3 (20%)
14 Prepare draft report on key research questions to inform project implementation, strategy employed to address the findings, results and recommendations for innovative and synergetic programme in health and protection services* Draft report Soft copy of draft report in word format 20 days
15 Prepare a powerpoint presentation on the draft report, which will need to be edited based on the final report Presentation of findings Powerpoint presentation 1 day
16 Address comments on draft report provided by the technical committee*Final report Final report in soft copy word and pdf and raw data 3 days Deliverable 4 (30%)
4 months (spread over 9 months to account for feedback time from technical committee and ethical clearance)

REPORTING REQUIREMENTS

The deliverables defined in the above table will meet the reporting requirements. The overall process will be overseen by the Child Protection Specialist (Child Marriage and FGM/C), UNICEF, whom the selected research agency/ institution will be answerable to for the fulfilment of this assignment.

PROJECT MAnagement

The research agency/institution will work in close collaboration with the Technical Committee which represents key role players in the Ministry of Women, Children and Youth (MoWCY), Ministry of Health (MoH), the National Alliance to end FGM and CM, UNICEF and UNFPA.

Throughout the assignment period, the consultancy will be expected to liaise on a regular basis with the contract supervisor, the Chief of Child Protection, Health Specialist and Chief of Health, Government of Canada focal point and MoCWY. This will be done through the itemized deliverables and meetings with the Technical Committee. Contact with the relevant responsible government counterparts will be facilitated by the Technical Committee that will provide technical oversight, coordination and facilitate linkages with other key stakeholders for this assignment. While undertaking this assignment, it will be important that informal and formal communication is maintained with the contract supervisor in UNICEF to ensure that the process stays on track and produces expected results as indicated.

LOCATION AND DURATION

- The indicative start date of the contract is 1 November 2020
- The contract will last for a total of 4 months
- Specific timelines and milestones for individual tasks are indicated in the tables above. Timeframes should be negotiated at the beginning of the contract. If during the contract unavoidable delays are encountered outside of the control of the consultancy firm, timelines can be re-negotiated upon written request with justification from the company and written agreement from UNICEF.
- It is anticipated that the consultancy firm has local representation in Ethiopia.

PAYMent schedule

Payment Conditions

Deliverable 1 (30%) Draft meta-synthesis report in soft copy
Deliverable 2 (20%) Final meta-synthesis report in soft copy
Deliverable 3 (20%) Soft copy of mid-term field work report
Deliverable 4 (30%) Final report in soft copy

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The consultancy firm will be paid on as per the schedule provided in the deliverables table above. UNICEF holds the right to withhold payments if deliverables are not met or not to expected quality standards.
Qualification/Specialized knowledge and Experience
The interested international research organization/institution should have in their team experts who can together execute this assignment and deliver on the expected outputs. Preference will be given to gender balanced teams inclusive of Ethiopian researchers.
The consultancy carrying out the assignment will be led by a principal researcher, with a post-graduate degree in social sciences or other relevant field of study, and who has the following competencies:

- At least 10 years of experience in social and behaviour change interventions, measurement, research data analysis, manipulation and management;
- Proven expertise in applied, participatory research and design methods, such as community based participatory action research and human centred design.
- Specialist understanding in the area of gender, social norms change and harmful practices, notably female genital mutilation;
- Knowledge of Ethiopia and/or experience working in Ethiopia is desirable
- Excellent collaboration, consultation and facilitation skills;
- Excellent writing, conceptual and analytical skills including the ability to present complex processes and issues clearly to a heterogeneous audience and in an actionable manner

The research organization/institution will show experience in the following areas:

- At least 10 years of experience in social and behaviour change measurement, research, and implementation;
- Working in collaborative partnerships with government and other stakeholders;
- Conceptualising and conducting research using mixed and participative methods;
- Engaging appropriately with children in data collection; and
- Demonstrated professional research and writing experience, including through publications.

EVALUATION PROCESS AND METHODS
Application Process for Institutions only:
Interested institutions should present technical and financial proposals:
The technical proposal for the assignment should indicate clearly how the assignment will be tackled. The proposal should include proposed methodology and approaches to be used, as well as illustration of successful completion of similar tasks/contracts. A financial proposal for the assignment will be presented separately. Submitted proposals will be evaluated using the criteria below. Other certifications required for contracting an institution will be requested if selected.
Evaluation Process and Methods:

- Proposals will be evaluated by UNICEF Ethiopia Country Office and the Regional Office for Eastern and Southern African. Technical and cost proposals will be evaluated separately. Each proposal will be assessed first on its technical merits (including by reference to legal requirements) and subsequently on its price. The proposal obtaining the overall highest score after adding the scores for the technical and price proposals is the proposal that offers best value for money and will be recommended for award of the contract.
- Technical proposal accounts for 70/100 whereas cost proposal accounts for 30/100 of the assessment points. Bidders will have to score at least 49 on the technical proposal to be considered further with the cost proposal.
- UNICEF Ethiopia Country Office will organise a pre-bid meeting with invited institutions to go through the methodology and expectations.

Any other information # INTELLECTUAL PROPRTY RIGHTS
All intellectual property rights in the work to be performed under this agreement shall be vested in the Ministry of Women, Children and Youth (MoWCY), Ministry of Health (MoH) and UNICEF, including without limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. The MoWCY and UNICEF hereby grants to the Recipient Organization a non-exclusive royalty-free license to use, publish, translate

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and distribute, privately or publicly, any item or part of the work to be performed under this Agreement for non-commercial purposes upon approval of UNICEF for each publications or use. Neither the Recipient Organization nor its personnel shall communicate to any other person or entity any confidential information made known to it by MoWCY and UNICEF in the course of the performance of its obligations under the terms of this Agreement nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.
The core reports will be issued by the technical committee for the research noting in the acknowledgements sections institutions and persons who have made major contributions to their authorship.
Data collected for the research is the property of the Government of Ethiopia/UNICEF country programme. Master versions of the data, coding protocols and programming code permitting replication of results of core evaluation reports will be kept by the programme. Copies of the data will be distributed to researchers with the permission of the survey technical committee with a view to helping to disseminate learning derived from the data sets.
ADMINISTRATIVE ISSUES

- The bidding process, including advertising, selection and award to the selected bidder and signing of contract follows UNICEF#s rules and procedures for procurement.
- The consultancy firm will use its own equipment, i.e. computer, office supplies, etc. and will need to organise its own office space in country
- The consultancy firm is not authorized to use UNICEF transport.
- The consultancy firm will cover all its expenses (transport, per diem/DSA, lodging, meals, hiring and training of enumerators, and other related costs in data collection and analysis, workshops)

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## SPECIAL NOTES

PART I - PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing 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 to conduct a formative research on successful strategies to end FGM, including strategies to increase service seeking behavior and strengthen provision of care, and transform harmful inequitable gender norms in Ethiopia [as fully detailed in the Terms of Reference/Statement of Work attached at Annex B]

2.2 This RFPS document is comprised of the following:

This document

- General Terms and Conditions Annex A
- The full Terms of Reference/Statement of Work attached at Annex B
- Declaration form Annex C
- Evaluation criteria - Annex D
- Technical proposal recommended content & Format - Annex E
- Contractor's experience recommended format - Annex F
- Check list - Annex G

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 Email ETH-Addis Ababa Supply at supplyaddisababa@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 Supplyaddisababa@unicef.org. The deadline for receipt of any questions is 24 February 2021 at 11:00am.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE 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 Submission Deadline. The deadline for submission of proposals is as follows:
Wednesday, 03 March 2021 at 2:00 PM Local time
Bidders are expected to put their proposals in the bid box located at UNICEF office reception desk, UNECA Compound, Zambezi Building, 2nd Floor, East wing and get registered with the receptionist.

Any proposals received by UNICEF after the Submission Deadline will be rejected.
IMPORTANT:
The UNECA security rules requires 36 hours #advance notice# to be given by visitor, therefore please notify the Supply Section by email: supplyaddisababa@unicef.org providing the full name of the person who will be submitting the bid and the proposed date of arrival. Please ensure that the person coming has a valid Identification card.
1.5 Proposal Opening.
Technical Proposals will be publicly opened on Wednesday, 03 March 2021 at 2:00 PM Local time (East African Time) UNICEF ECO Office- UNECA Compound, Zambezi Building 2nd Floor East Wing.

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:

- 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

- 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.

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 PROPOSALS

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.

[Weighted scoring evaluation approach

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a 70/30 split).

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Total Maximum 49 Points

Only Proposals which receive a minimum of [INSERT NUMBER] 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 ([INSERT NUMBER] 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).]

UNICEF will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) award the contract(s) to the vendor(s) providing the lowest priced technically compliant Proposal(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 Ethiopian Birr (ETB). 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 US Dollars will be converted into US Dollars 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:

(i) Those that were undertaken together by the joint venture; and

(ii) 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 choses 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.

5.Mandatory qualification criteria

5.1 In participating in this RFP, the bidder confirms that:-

- Has the legal capacity to enter into a contract;
- Not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
- Have fulfilled their obligations to pay taxes according to the laws of the Federal Democratic Republic of Ethiopia.
- Audited financial for the recent 2 years

5.2 In order to demonstrate compliance with the criteria in sub-clause 6.1 above, a bidder shall submit along with its bid the following:-

- In the case of Ethiopian Bidders only, its certificate of registration from the mandated public body demonstrating its registered supplier status; and
- Appropriate documentary evidence demonstrating its compliance, which shall include:
- Its trading license or equivalent;
- Its tax clearance certificate and VAT registration, and
- Any relevant professional practice certificates joint venture/ association letter agreement of international/national organization

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## 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

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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.

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# 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 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.

"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 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 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:

(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 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 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 responsibilitywith 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 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 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 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

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 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.

5.9 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 immediateeffect.

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.

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

# ANNEX A
# GENERAL TERMS AND CONDITIONS

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 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 decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

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

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

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

11. Other Provisions

11.1 The 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.

ANNEX - B

TERMS OF REFERENCE

SUMMARY

Consultancy to conduct a formative research on successful strategies to end FGM, including strategies to increase service seeking behavior and strengthen provision of care, and transform harmful inequitable gender norms in Ethiopia

PURPOSE

Identifying opportunities and innovative approaches to increasing the demand for and improving the supply of health and protection services. The research will inform the specific Social Behavior Change and Communication (SBCC) activities and approaches based on existing opportunities at individual, community and organizational level, so that messages and channels can be tailored appropriately and amplify social and gender norms transformation

DURATION

4 months based on working days over 9 months (to account for ethical clearance, holidays and feedback on deliverables)

REPORT TO

Child Protection Specialist (Child Marriage and FGM/C)

## BACKGROUND

***Ethiopia***

Eliminating female genital mutilation (FGM) is considered a priority for Ethiopia in order to ensure the protection of children's rights, including prevention of gender-based violence and violence against children (VAC), increasing girls' access to education, and improving women's health indicators. Since 2013, the national Harmful Traditional Practices (HTP) Strategy has been the primary policy document addressing FGM in Ethiopia and there is evidence of good progress in the last decade or so. It was found that from 2005 – 2016, FGM amongst girls 15 – 19 years old declined from 62 per cent to 47 per cent.[1] Whilst this is positive progress, the rates of decline are not fast enough to meet national (2025) and Sustainable Development Goal (SDG) (2030) targets of elimination. To end FGM by 2030, progress for girls and women aged 15 –19 years old needs to be eight times faster than progress over the past ten years[2]. Evidence shows that whilst the prevalence of FGM is reducing amongst younger age groups, the high population of adolescent girls in Ethiopia means the absolute number of girls affected by both practices is one of the highest in Eastern and Southern Africa[3].

The Government of Ethiopia (GoE), UNICEF, UNFPA, UN Women and multiple other partners undertook a multi-year process to develop a comprehensive national roadmap to end child marriage and FGM by 2025. International and National Girl Summits were held in London (2014) and Addis Ababa (2015) where the GoE committed to end FGM. Led by the Ministry of Women, Children and Youth (MoWCY) - alongside a strengthened National Alliance to End Child Marriage and FGM (National Alliance), a specially created Task Force, and with UNICEF support - a comprehensive, costed Roadmap was subsequently developed.

The key drivers of FGM are social, religious, cultural and gender norms. The importance of girl's reproductive capacities to families' social standing is evident across all regions. FGM is primarily driven

by gender norms that seek to control women's sexuality. These norms may be tied to religious beliefs, and FGM is believed by many to be a religious requirement. FGM may be so embedded in cultural practices that it is held in place, even when parents believe it should be eliminated, by fear of being socially sanctioned by the community[4]. Failure to comply with social expectations can result in social consequences such as naming and shaming unmarried girls, a reflection of Ethiopia's highly entrenched patriarchal social system and gender inequalities.[5]

***UNICEF Ethiopia***

UNICEF, in collaboration with UNFPA and key governmental and non-governmental agencies, has been implementing the joint programme on FGM (UNJP-FGM) since 2008. Since 2020 UNICEF is working together with the Government of Canada to end FGM in a five-year programme. These programmes implement interventions around five areas: 1) girls' empowerment and life skills; 2) social and behavior change communication (SBCC) in communities; 3) prevention, protection and health services; 4) legal and policy frameworks; 5) data and evidence.

***Social Behavior Change interventions under the FGM programmes***

An SBC strategy developed by the harmful practices team for ending child marriage and FGM is focused on addressing the social and gender norms that underpin both of these harmful practices. Similar methodologies are being used across all three programmes and include life skills for out-of-school girls, boys/men engagement, engagement with religious leaders, Community Conversations (CC), and media engagement. The FGM programmes place a strong focus on gender transformation which aims to address the specific needs of girls/women and boys/men but must also transform the power dynamics and structures that reinforce gendered inequalities.

To provide information on the transformative effects on social and gender norms that can be analyzed and compared across the implementing countries, global frameworks for SBC measurement have been developed:

- Given the vital role that social norms play in both the continuation and elimination of FGM, the UNJP put changes in social norms at the core of programme strategies. The global UNJP commissioned Drexel University to develop a macro level global M&E framework, summarized under the acronym **"ACT"**, for tracking and measuring changes in social norms related to FGM. ACT was developed with a global scope in mind, but with flexibility to be localized to country contexts (UNFPA, UNICEF and Drexel University, 2018a).
- The **Cross-Regional Social Norms Change Initiative on Harmful Practices** aims to further enhance Social Norms Programming and Measurement. Building on work initiated by the UNICEF in West and Central Africa (WCA) Regional Office in 2015 to measure social norms related to Child Protection in Senegal in collaboration with Columbia University, in 2017, the Communications for Development (C4D) and Child Protection teams in the UNICEF Middle East and North Africa Regional Office (MENARO) partnered with NYHQ and 12 MENA COs to develop a set of monitoring tools focused on social and behavior change around Child Marriage, FGM and Violent Discipline.

## JUSTIFICATION

While the Ethiopian Demographic Health Survey provide critical information on FGM prevalence, there is less evidence of what works to prevent FGM and to change gender and social norms, especially in a context where local dynamics vary significantly. Civil Society Organisations have also contributed to knowledge generation on FGM, but with limited scope in either geography or topics covered. The evaluation from the Joint Programme on FGM noted that data and evidence were insufficiently detailed to understand the drivers of change at the community level, especially considering the high level of heterogeneity even within woredas and the dynamic nature of FGM; for example, the age of cutting ranges from close to birth to the days surrounding a wedding. In addition, administrative data on FGM are scarce, health promotion tools used are not harmonized and it is therefore difficult to obtain regular information and updates on the practice, including on women and girls' access to services.

Promoting positive social and gender norms is widely recognized as a key strategy to eliminate harmful practices. Underlying these practices are a complex set of drivers that exist at the individual level (attitudes, beliefs, agency), the group level (community dynamics, social influences, norms), and within the broader enabling environment (governing entities, communication environment, structural barriers to change). While there are studies available on FGM in Ethiopia, each with different geography and thematic area[6], there is little systemic overview of successful strategies to end FGM and challenge harmful gender norms in Ethiopia, which is why a meta-synthesis of existing evidence is required as a first step in the formative research. The meta-synthesis aims to provide an overview of existing literature covering some key questions outlined below, as well as provide recommendations on any gaps or key priorities that would require further research in the second part of the formative research. The synthesis will complement already existing knowledge on FGM and how it is intrinsically linked with inequitable gender norms in Ethiopia by providing qualitative synthesized insights.

The process for the formative research will require literature review to inform the meta-synthesis, direct primary investigation with Implementing Partners' (IP) staff, social and health service providers and various cadres community members/leaders, synthesis of successful and less successful strategies to end FGM and recommendations for future programming. The research should focus on research conducted in Ethiopia, covering Afar, Oromia, Somali and SNNP, with a particular focus on pastoral communities in southern Ethiopia. Working with pastoral communities is a key priority for UNICEF programming given their particular vulnerabilities and require further understanding of appropriate approaches to meaningfully engage with these communities to end harmful practices, notably FGM.

## OBJECTIVES / TARGET

An international research institution with knowledge on child protection, harmful practices, social and behavior change strategies, and knowledge of gender transformative approaches along with solid experience in gender analysis and an established relationship with local research agencies with the ability to deploy people who can speak major Ethiopian languages is required for a dedicated period of 4 months in 2020/21 (spread over 9 months to allow for feedback loops and ethical clearance).

UNICEF will oversee the contract, in collaboration with a technical committee comprised of the Ministry of Women, Children and Youth (MoWCY), Ministry of Health, UNFPA and other members of the National Alliance to end child marriage and FGM, as a standalone product as well as providing a global public good related to efforts to reduce and end FGM in Ethiopia.

This Terms of Reference calls for a research institution to design and conduct a formative research on successful strategies to end FGM in Ethiopia.

*Methodology*

The formative research will be conducted in two parts: a meta-synthesis of qualitative evidence and existing literature will be conducted, to consequently inform which areas need further in-depth investigation through primary data collection. The formative research should adopt a participatory, human-centered design (HCD), solutions-oriented approach, keeping the girls and women at the center of the investigation. The action research should be tailored based on an understanding of what we already know about what works and what doesn't to eliminate FGM and how both health care and protection services and multisectoral community engagement efforts should be enhanced to ensure they are responsive to girls' and women's needs. The research will apply a gender-based analysis throughout the process, to ensure different experiences and needs of girls, women, boys and men are accounted for. The research should explore how gender roles, stereotypes and power dynamics are contributing to the perpetuation of FGM and how interventions can be enhanced to undress such underlying drivers. Additionally, specific areas of how gender norms and FGM are mutually reinforcing will be explored to better understand women and men's different roles in the (continuation of) the practice.

**PART 1: Meta-synthesis to provide systemic overview and analysis of existing research**

The meta-synthesis will provide a literature overview and analysis of existing evidence and research on FGM drivers and practices, as well as successful and less successful strategies to end FGM within Ethiopia and in similar settings. Key areas and questions that should be considered:

1. Successful strategies to end FGM
    - Are there any tested and existing good practices that have resulted in a significant decline or in stopping FGM taking place in the communities, what are they and can they be scaled up?
    - What successful strategies are used to contribute to addressing gender inequality and negative gender stereotypes as root causes of FGM?
    - What strategies are used to foster the meaningful participation of women and girls in the design and implementation of successful strategies
    - What are successful strategies to end FGM in pastoralist communities?
    - What are examples of successful Social and Behavior Change Communication intervention and prevention strategies?
    - What experience has been documented with health and protection sectors working together to combat FGM?
    - What kind of measurement framework has been used successfully to track results at different levels including change among families and communities as well as in service delivery?
    - Are there any examples of interventions to end FGM that didn't generate the desired outcomes or caused more harm in the communities?
2. FGM drivers and protective factors
    - What factors and values (i.e. social and gender norms) led to the decision for a family not to cut their daughter? What factors led to the decision for a family to cut their daughter? Is this different for pastoralist communities?

- To what extent is FGM linked with marriageability and status among peers and the community? What are the experiences of girls who have not undergone FGM? What are the challenges they and their families experienced?
- Who are key actors (at community, kebele, woreda level) and change influencers who can end FGM? Why? What do they do to (or how do they) stop FGM?
- Who are change agents in the community that promote gender equality?
- Who are the gatekeepers in the communities?

3. FGM practices across different regions
   - Who is the decision maker for cutting? What roles are played by family (mother, father, grandparents, parents-in-law and girls) and community members in the decision making? What roles are played by social and legal institutions?
   - What are the trusted sources of information, channels and platforms for communities and families to receive information on FGM?
   - What are current patterns and trends related to cutting such as age of cutting, season of cutting, whether there are ceremonies or rituals, incentives to circumcizers?

**PART 2: Primary data collection based on gaps identified in the meta-synthesis**

The focus for the second part of the research will depend on the outcomes of the meta-synthesis and additional questions generated for the programme implementation. Based on the meta-synthesis, gaps will be identified that need further attention and qualitative, in-depth investigation. The second part of the formative research will complement the missing data and information through primary data collection. The firm should facilitate an ideation and prioritization process with key stakeholders, presenting the evidence gathered in order to determine the most appropriate formative research questions to be answered by the research. Research approach should be action focused, with an HCD lens, going beyond traditional key information interview and FGDs into more innovative, in-depth methods of investigation.
The approach to the formative research should be proposed by the firm, with room for adaptation based on the meta-synthesis. Key stakeholders who should be considered and engaged as participants and/or informants include, in addition to community influencers/gatekeepers and families, from the project focus regions (Somali, Afar, SNNP and Oromia): the Bureau of Women, Children and Youth (BoWCY), the Regional Health Bureau, Regional Attorney General (RAG), Faith Based Organizations (FBO's) and UNICEF Implementing Partners (IPs). Key workforces to be engaged include woreda health and protection staff, health workers, health extension workers, and mobile health and nutrition teams.

Key focus areas and questions that will guide the primary data collection, in addition to the research questions that are formulated by the project stakeholders:

1. Demand and supply of health and protection services for FGM
   - Are people aware of existing health and protection services (i.e. case management, legal and psycho-social services) for FGM?
   - Are people aware of the law on FGM and other legal rights of women (i.e. protection from violence)? Do they trust the law will protect them?
   - When and why do people decide to access health services for FGM?
   - When and why do people decide to access protection services for FGM?

- How do informal mechanisms (including informal justice system) contribute to the provision of services?
- Does health and protection service delivery contribute to changing FGM practices?
- What are barriers for women for accessing health and protection services?
- What specific measures can be taken to improve health and protection service delivery for FGM?

2. Synergies between Child Protection and Health
   - What synergies are there between health and protection services to end FGM?
   - What are approaches to maximize synergy between Child Protection and Health sectors?
3. Social Behavior change and strategies to challenge inequitable gender norms
   - What are gender dynamics at individual, household and community level? And how is power exercised at different levels (household, institution) to control women and girls?
   - What are constraints to gender equality at individual, household and community level?
   - What are opportunities to support adolescent girls' empowerment processes?
   - What are forums for challenging pervasive gender norms and power structures in society?
   - What are effective strategies to engage men and boys to end FGM and challenge gender norms?
   - What factors contribute to gender equality (e.g. capacities/knowledge/resources of local stakeholders; and enabling environment)?.

Key considerations for the formative research are as follows:

- How are gender norms and expectations (such as sexual purity and chastity, being a good wife) in society influencing FGM practices and strategies to end FGM?
- All data is expected to be disaggregated by sex and age.
- How do the above key-areas and assumptions relate to pastoralist communities? How are programmes and interventions on FGM tailored to reach pastoralist communities?
- How to conduct primary data collection if COVID-19 restrictions continue?
- What research/studies are still relevant in 2020 and what research would have to be revisited to make it pertinent to Ethiopia's current context?

## SPECIFIC TASKS

The tasks contained within the overall assignment are typical of a formative research. Each task will produce an output that UNICEF (Child Protection Specialist (Child Marriage and FGM/C) will receive. The institution and UNICEF will in turn consult with the technical committee (comprising of Health and Child Protection staff) and provide feedback. Each of these outputs are indicated with an asterisk (*) below. The contract has been designed to account for all the feedback loops against the starred (*) tasks. Meetings between the research agency/ institution and the technical committee will be required intermittently, organized by MoWCY, the Government of Canada and UNICEF, and these will be documented by UNICEF to keep a record of mutual agreements. Additionally, key findings will be shared intermittently before sharing the draft report.

The proposal should include an approach on how to conduct the formative research if COVID-19 restrictions should continue.

EXPECTED DELIVERABLES

| # | Tasks | Expected Output | Deliverables | Timeframe (Tentative) | Payment Schedule |
|---|---|---|---|---|---|
| 1 | Introductory skype call with UNICEF staff | Clear understanding of the ToR | Minutes from call clarifying any questions | 0.5 day | |
| 2 | Develop and submit inception report which articulates the planned methodology, key steps and processes | Overview of methodology and key processes that will inform the research | Inception report in word format | 3 days | |
| 3 | Review and analysis of existing literature and research on FGM carried out in the last ten years in Ethiopia and in the region, with a specific focus on pastoralist communities. | Overview and analysis of existing evidence and information relevant to the key focus areas outlined above. | Soft copy of literature review in word format | 16 days | |
| 4 | Prepare draft research report* on key focus areas and strategy employed to address the questions, findings and gaps for further research (Part 2 of assignment) | Draft meta-synthesis report | Soft copy of draft report in word format | 6 days | |
| 5 | Prepare a power point presentation* on the meta-synthesis draft report, which will need to be edited once the report is finalized. | Presentation of findings | Soft copy of presentation of findings | 1 day | |
| 6 | Address comments on draft meta-synthesis report* provided by the Technical committee | Meta-synthesis report | Final report in soft copy (word and PDF formats) | 3,5 days | Deliverable 1 (30%) |
| PART 2: Primary data collection | | | | | |
| 7 | Facilitate a workshop with project stakeholders to present discovery from part 1 and agree on key research questions | Workshop report and key research questions to be taken forward | Workshop | 2 days | |
| 8 | Develop and submit inception report which articulates the planned participatory methodology (including | Detailed methodology and key processes that will inform the research | Inception report in word format | 3 days | |

| # | Tasks | Expected Output | Deliverables | Timeframe (Tentative) | Payment Schedule |
|---|---|---|---|---|---|
| | sampling methodology, analysis plan, etc.), and key steps and processes based on the recommendations from the meta-synthesis* | | | | |
| 9 | Prepare tools for data collection for the regions of Oromia, Somali, Afar, and SNNP | Research tools | Soft copy interview format (word) | 3 days | Deliverable 2 (20%) |
| 10 | Revise 8-9 based on comments from UNICEF/stakeholders | Final methodology and research tools | Soft copy format (word) | 2 days | |
| 11 | Prepare application for ethical clearance* | Ethical clearance | Ethical clearance application, including protocol, tools, etc. | 2 days | |
| 12 | Training of data collectors | Training | Training report | 4 days | |
| 13 | Undertake primary data collection in targeted areas | Data collected | Soft copy of mid-term field work report | 15 days | Deliverable 3 (20%) |
| 14 | Prepare draft report on key research questions to inform project implementation, strategy employed to address the findings, results and recommendations for innovative and synergetic programme in health and protection services* | Draft report | Soft copy of draft report in word format | 20 days | |
| 15 | Prepare a powerpoint presentation on the draft report, which will need to be edited based on the final report | Presentation of findings | Powerpoint presentation | 1 day | |
| 16 | Address comments on draft report provided by the technical committee* | Final report | Final report in soft copy word and pdf and raw data | 3 days | Deliverable 4 (30%) |

| # | Tasks | Expected Output | Deliverables | Timeframe (Tentative) | Payment Schedule |
|---|---|---|---|---|---|
| | | | 4 months (spread over 9 months to account for feedback time from technical committee and ethical clearance) | | |

## REPORTING REQUIREMENTS

The deliverables defined in the above table will meet the reporting requirements. The overall process will be overseen by the Child Protection Specialist (Child Marriage and FGM/C), UNICEF, whom the selected research agency/ institution will be answerable to for the fulfilment of this assignment.

## PROJECT MANAGEMENT

The research agency/institution will work in close collaboration with the Technical Committee which represents key role players in the Ministry of Women, Children and Youth (MoWCY), Ministry of Health (MoH), the National Alliance to end FGM and CM, UNICEF and UNFPA.

Throughout the assignment period, the consultancy will be expected to liaise on a regular basis with the contract supervisor, the Chief of Child Protection, Health Specialist and Chief of Health, Government of Canada focal point and MoCWY. This will be done through the itemized deliverables and meetings with the Technical Committee. Contact with the relevant responsible government counterparts will be facilitated by the Technical Committee that will provide technical oversight, coordination and facilitate linkages with other key stakeholders for this assignment. While undertaking this assignment, it will be important that informal and formal communication is maintained with the contract supervisor in UNICEF to ensure that the process stays on track and produces expected results as indicated.

## LOCATION AND DURATION

- The indicative start date of the contract is 1 November 2020
- The contract will last for a total of 4 months
- Specific timelines and milestones for individual tasks are indicated in the tables above. Timeframes should be negotiated at the beginning of the contract. If during the contract unavoidable delays are encountered outside of the control of the consultancy firm, timelines can be re-negotiated upon written request with justification from the company and written agreement from UNICEF.
- It is anticipated that the consultancy firm has local representation in Ethiopia.

## PAYMENT SCHEDULE

| Payment[7] | Conditions |
|---|---|
| Deliverable 1 (30%) | Draft meta-synthesis report in soft copy |
| Deliverable 2 (20%) | Final meta-synthesis report in soft copy |
| Deliverable 3 (20%) | Soft copy of mid-term field work report |
| Deliverable 4 (30%) | Final report in soft copy |

The consultancy firm will be paid on as per the schedule provided in the deliverables table above. UNICEF holds the right to withhold payments if deliverables are not met or not to expected quality standards.

## QUALIFICATION/SPECIALIZED KNOWLEDGE AND EXPERIENCE

The interested international research organization/institution should have in their team experts who can together execute this assignment and deliver on the expected outputs. Preference will be given to gender balanced teams inclusive of Ethiopian researchers.

The consultancy carrying out the assignment will be led by a principal researcher, with a post-graduate degree in social sciences or other relevant field of study, and who has the following competencies:

- At least 10 years of experience in social and behaviour change interventions, measurement, research data analysis, manipulation and management;
- Proven expertise in applied, participatory research and design methods, such as community based participatory action research and human centered design.
- Specialist understanding in the area of gender, social norms change and harmful practices, notably female genital mutilation;
- Knowledge of Ethiopia and/or experience working in Ethiopia is desirable
- Excellent collaboration, consultation and facilitation skills;
- Excellent writing, conceptual and analytical skills including the ability to present complex processes and issues clearly to a heterogeneous audience and in an actionable manner

The research organization/institution will show experience in the following areas:

- At least 10 years of experience in social and behaviour change measurement, research, and implementation;
- Working in collaborative partnerships with government and other stakeholders;
- Conceptualising and conducting research using mixed and participative methods;
- Engaging appropriately with children in data collection; and
- Demonstrated professional research and writing experience, including through publications.

## EVALUATION PROCESS AND METHODS

### Application Process for Institutions only:

Interested institutions should present technical and financial proposals:

The technical proposal for the assignment should indicate clearly how the assignment will be tackled. The proposal should include proposed methodology and approaches to be used, as well as illustration of successful completion of similar tasks/contracts. A financial proposal for the assignment will be presented separately. Submitted proposals will be evaluated using the criteria below. Other certifications required for contracting an institution will be requested if selected.

### Evaluation Process and Methods:

- Proposals will be evaluated by UNICEF Ethiopia Country Office and the Regional Office for Eastern and Southern African. Technical and cost proposals will be evaluated separately. Each proposal will be assessed first on its technical merits (including by reference to legal requirements)

and subsequently on its price. The proposal obtaining the overall highest score after adding the scores for the technical and price proposals is the proposal that offers best value for money and will be recommended for award of the contract.

- Technical proposal accounts for 70/100 whereas cost proposal accounts for 30/100 of the assessment points. Bidders will have to score at least 49 on the technical proposal to be considered further with the cost proposal.
- UNICEF Ethiopia Country Office will organise a pre-bid meeting with invited institutions to go through the methodology and expectations.

## ANY OTHER INFORMATION – INTELLECTUAL PROPRTY RIGHTS

All intellectual property rights in the work to be performed under this agreement shall be vested in the Ministry of Women, Children and Youth (MoWCY), Ministry of Health (MoH) and UNICEF, including without limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. The MoWCY and UNICEF hereby grants to the Recipient Organization a non-exclusive royalty-free license to use, publish, translate and distribute, privately or publicly, any item or part of the work to be performed under this Agreement for non-commercial purposes upon approval of UNICEF for each publications or use. Neither the Recipient Organization nor its personnel shall communicate to any other person or entity any confidential information made known to it by MoWCY and UNICEF in the course of the performance of its obligations under the terms of this Agreement nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Agreement.

The core reports will be issued by the technical committee for the research noting in the acknowledgements sections institutions and persons who have made major contributions to their authorship.

Data collected for the research is the property of the Government of Ethiopia/UNICEF country programme. Master versions of the data, coding protocols and programming code permitting replication of results of core evaluation reports will be kept by the programme. Copies of the data will be distributed to researchers with the permission of the survey technical committee with a view to helping to disseminate learning derived from the data sets.

## ADMINISTRATIVE ISSUES

- The bidding process, including advertising, selection and award to the selected bidder and signing of contract follows UNICEF's rules and procedures for procurement.
- The consultancy firm will use its own equipment, i.e. computer, office supplies, etc. and will need to organise its own office space in country
- The consultancy firm is not authorized to use UNICEF transport.
- The consultancy firm will cover all its expenses (transport, per diem/DSA, lodging, meals, hiring and training of enumerators, and other related costs in data collection and analysis, workshops)

# ANNEX-C

## DECLARATION FORM

To be attached with both the **technical and financial** proposals
To be submitted in the letter head of the company/firm submitting the proposal

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*[Location, Date]*

To: UNICEF,

We offer to provide the consulting services for [*Insert name of the assignment*] in accordance with the terms of reference, the general and specific terms and conditions specified in your Request for Proposal No. [*Insert number*] dated [*Insert date*] and our technical and financial proposals submitted to you separately under a sealed envelope.

We understand that any contract resulting from this bid will contain the terms of reference, the general and specific terms and conditions specified in the request for proposal and is non-negotiable.

We herewith confirm that all the information and statements made in the technical and financial proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our technical and financial proposal is binding upon us and subject to the modifications resulting from contract negotiations. Our technical and financial proposal is valid for a period of 90 days from the bid opening date.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within [***] days/week of signing of the contract.

We understand you are not bound to accept any Proposal you receive.

**Name of authorized representative:**

**Title:**

**Signature:**

**Date:**

**Organization Name:**

**Postal Address:**

**Telephone/Mobile No.:**

**Fax No.:** **Email Address:**

*ANNEX - D*

*Criteria for technical assessment (all bidders must respond in their technical proposal to these requirements)*

| Item | Evaluation Criteria | Points |
|---|---|---|
| | **Technical Evaluation Criteria** | |
| **1.0** | **Overall Response** | **10** |
| 1.1 | Understanding of, and responsiveness to, the requirements as outlined in the TORs and pre-bid conference | 5 |
| 1.2 | Understanding of scope and objectives | 3 |
| 1.3 | Proposed management arrangements | 2 |
| **2.0** | **Proposed Methodology and Approach** | **25** |
| 2.1 | Quality of proposed design and methodology and extent of alignment with requirements as outlined in the Terms of Reference and pre-bid conference (10) | 15 |
| 2.2 | Recognition of direct/peripheral risks and measures to prevent and manage these | 5 |
| 2.3 | Articulation of ethical implications and mitigation strategies for the design and implementation of the research (5) | 5 |
| **3.0** | **Proposed Team And Its Professional Orientation** | **20** |
| 3.1 | Team leader: relevant experience and qualifications | 10 |
| 3.2 | Team members: relevant experience of similar scope and complexity, professional expertise and knowledge in research, social and behavior change communications and project management.<br><br>Title/Designation of each team member on the project, educational qualifications, professional experiences including information on their professional affiliations, and past experience in working on similar project and assignment and their roles on those projects. Preference will be given to teams inclusive of Ethiopian researchers. | 20 |
| **4.0** | **Organisational Experience** | **15** |
| | Organization background, profile, expertise of the company detailing the general and specific experience in implementing similar assignments in the past with knowledge of Ethiopia or experience in Ethiopia desirable; | |

| Item | Evaluation Criteria | Points |
|---|---|---|
| | evidence could be in form of job completion certificate, samples of work and references. The submission should include a list of similar assignments in terms of requirements and scope implemented in the past 10 years. | |
| | **Total Technical Scores** | **70** |
| | | |
| **4.0** | **Financial Proposal** | **30** |
| | | |
| **5.0** | **Grand Total** | **100** |

**Commercial Proposal:**

All proposals must be in United States Dollar (US$). Commercial proposal should provide detailed breakdown of the cost of each activity you have proposed for the implementation of your technical proposal. The contract will be a fixed lump sum contract therefore professional fees and all out of pocket expenses will be part of total price proposal. Travel and accommodation costs need to be built into total budget. Flight costs shall be paid at economy rate to/from the city/country of residence regardless of duration. Costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC).

**Commercial Proposal 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 * Price of lowest priced proposal*

*Price of proposal X*

*Total Technical and Price = 100 Pts*

Note: Minimum qualifying marks are **49**. In normal circumstances, only those offer that score minimum and above points on technical proposals will be considered for commercial evaluation. However, UNICEF reserves the right to evaluate all commercial offers and/or shortlist selected suppliers from among those who score minimum and above technical scores.

ANNEX-E

# TECHNICAL PROPOSAL - CONTENT & FORMAT

**Please note that the format presented in Annex B is a guiding format. Bidders are allowed to use their own format during proposal preparation and are not limited to with this format.**

**The Technical Proposal**

The technical proposal of the bidders should contain the following minimum information.
The Technical proposal comprises of four (4) key components background, technical approach, methodology and business plan /work plan and economic capacity. Bidders are urged to present their proposals using the suggested subtitles. UNICEF welcomes new ideas and innovative approaches therefore Bidders are also free to provide, any other information that they deem fit and relevant in support of their bid or solution.

## 1. Background

### 1.1 Contractor's company/firm

In this section the contractor should highlight about their company, how it is organised (organisation structure), its capability and a brief about its key personnel.

### 1.2 Contractor's Experience

a) In this section, list maximum 10 names of the clients for whom the contractor has undertaken similar assignments along with the name of the contact person and contact details of its clients.

b) Out of the above list, provide information of 3-5 assignments for which your company and your company's personnel were legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. You can either use the format specified in **Annex-C** or provide all the information in your own format with accompanying CD for sample work.

## 2. Description of the Approach, Methodology and Work Plan

### 2.1 Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

### 2.2 Quality Assurance.

The proposal should include the bidder's plan or program for the systematic monitoring and evaluation of the various aspects of the project to ensure that standards of quality are being met.

## 3. Business Plan or Work plan

### 3.1 Business Plan or Work plan

In this chapter the bidder produce a comprehensive Business Plan /Work plan to deliver the overall requirement (ToR). This will include the main activities of the assignment, their content and duration, phasing and interrelations, milestones, key performance indicators (including interim approvals by the Client), and a list of deliverables (reports, drawings, activities) with the estimated delivery dates.
The proposed business plan or work plan should be consistent with the technical approach and methodology, showing understanding of the ToR. This should also be inclusive of the level of effort for each team member and explicitly lay out staff input throughout various stages/components.

The plan MUST identify and present specific steps, components activities in a chronological manner ensuring that quantity is presented clearly, and MUST have attached, a flow chart/ Critical Path Analysis/, Activity Plans etc.

### 3.2 Organization and staffing of the team for this assignment.

In this chapter you should propose the structure and composition of your team which will be deployed for this assignment. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staff along with their curriculum vitae (CVs). It is desirable that the majority of the key professional staff are permanent employees of the bidder or have an extended and stable working relationship with the bidder. You should also list all the main equipment to be used in the production and post production stages of an assignment located in your organization.

Team composition and tasks assigned. Please provide the details as per the following:

| Name of Expert | Area of expertise / Qualification | Position Assigned | No. of days of Input | Firm | Task Assigned |
|---|---|---|---|---|---|
| | | | | | |

### 4. Economic and Financial Capacity

Bidders must also provide proof of their economic and financial capacity by enclosing with their bid the one or more of the following documents:-

i) Appropriate statements from banks;
ii) Most recent audited financial statement;
iii) Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed;
iv) A statement of overall turnover concerning the services covered by the contract during the last three financial years.

***The Technical Proposal should not contain any price / cost information***

# ANNEX-F

**VENDOR'S EXPERIENCE – FORMAT**

**Please note that the format presented in Annex E is a guiding format. Bidders are allowed to use their own format during proposal preparation and are not limited to with this format.**

| | |
|---|---|
| Assignment name: | Country:<br>Location within country: |
| Name of Client: | Address: |
| Duration of assignment (months):<br>Start date (month/year):<br>Completion date (month/year): | Total Nº of staff-months of the assignment: |
| Approx. value of the contract (in current US$): | Approx. value of the services provided by your firm under the contract (in current US$): |
| Name of associated Contractors, if any: | Nº of professional staff-months provided by associated Contractors: |
| Name of associated Contractors, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader etc): |
| Narrative description of Project: | |
| Online link to the assignment (if available) : | |
| Description of actual services provided by your staff within the assignment: | |

# ANNEX-G

## CHECK LIST

### Checklist for submission of proposals

□ Bid form filled in and signed

□ Envelope for technical proposal
- Technical proposal
- Technical proposal does not contain prices
- Envelope is sealed
- Envelope is marked as follows:
  Name of company, RFP number - technical proposal

□ Envelope for price proposal
- Price proposal
- Envelope is sealed
- Envelope is marked as follows:
  Name of company, RFP number - price proposal

□ 1 outer enveloped
- Containing □ bid form, □ envelope for technical proposal, and □ envelope for price proposal
- Envelope is sealed
- Envelope is marked as follows

  Name of company
  RFP number
  UNICEF *XXX*
  Address