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REQUEST FOR PROPOSAL

LRFP-2021-9169546

30 August 2021

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Consultancy Service for Education Sector Review in Armenia

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Nune Mkrtchyan
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : nmkrtchyan@unicef.org

Verified By:

Gayane Avanesyan

BID FORM

BID FORM must be completed, signed and returned to UNICEF.
Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2021-9169546** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: USD _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, 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 Trade Discounts _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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SCHEDULE NO: 1 1

00010		1 Perf. unit		
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Incoterms & Delivery Requested

Lead Time & Related Charges

Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Total: Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

SPECIAL NOTES

1. Background:

In 2019, the Ministry of Education, Science, Culture and Sports (MoESCS) of Armenia requested development partners and donors' support for the development of the 2021-2025 Education Development Strategy. At the same time, it was approached by the Global Partnership for Education (GPE) Secretariat and informed about the opportunity for the Government of the Republic of Armenia to benefit from GPE funding through the Education Sector Plan Development Grant (ESPDG) facility and conduct a comprehensive Education Sector Review. The MoESCS, with governmental order, reconstituted the Local Education Group (LEG), which has been titled Commission on Development, Coordination and Endorsement of Education (CDCEE). The latter nominated UNICEF as GPE ESPDG Grant Agent, with the Asian Development Bank (ADB) nominated as Coordinating Agency. The rationale for application to the GPE was guided by the MoESCS objective to establish a systematic approach and institutional structure for education sector analysis, enhancing the quality of education sector plans, budgeting as well as to ensure regular participatory and joint education sector reviews. This itself is in line with the expectations of the 2021-2026 Republic of Armenia Government Activities Program (more specifically, the section on General Education, which is expected to serve the role of a sectoral strategy) and will complement its provisions while serving as the basis of subsequent program and an action plan on general education.

The ESPDG has two financing windows. Financing Window 1 is for the Education Sector Analysis (ESA) and Financing Window 2 is for the development of the Education Sector Plan (ESP) or Transitional Education Plan (TEP). ESPDG Financing Window 1 will be used for comprehensive assessment of pre-primary and general education in the Republic of Armenia. As education remains a high priority for the Government, the comprehensive analysis of the education sector planned for this consultancy will inform further actions of the government regarding modernizing the general education sector.

Armenia has a strong foundation for large-scale reforms. The MoESCS has the necessary institutional capacity and political commitment at national and subnational levels and the opportunities to improve student learning outcomes are explicit, which the recent general education curriculum reform demonstrates. The most recent assessment UN Sustainable Development Report (1) has demonstrated that the country has quite high primary enrollment rate (albeit decreasing), lower secondary completion rate and literacy rate, the three major benchmarks against which the implementation of SDG 4 is assessed.

During the last decade, the country has carried out quite significant education reforms. The most recent stage of these reforms covered mainly the content issues, namely National Curriculum Framework, new subject syllabi, a new system for assessment of students' achievements, ICT in the learning process, increased access and quality of general secondary education, etc. Within past years, the state has developed and enacted a whole set of laws and legal and normative documents, which have been serving as a basis for the education system development. Some of the major ones include the Law on Education (1999), the Amended Law on General Education (2014), the Law on Preschool Education (2020), Law on Higher Education (2004), Law on Vocational Education Training (2005) and the Amended Law on Local Self-Governance (2016), etc. Most recently, in 2021, the Government approved Armenia's new National Curriculum, to implement the provisions of which in full, the MoESCS joint with the National Assessment and Testing Centre (NATC) and its newly established National Center for Educational Development and Innovation (NCEDI) intends to review the national learning assessment system, design new classroom assessment guidelines and train teachers.

According to the Law on Education, the State Program for Educational Development (EDP) shall be considered as the organizational base for state policy in the field of education, and the

State shall ensure the maintenance and development of the field of education through targeted budgetary financing according to the Program (Article 4.4&5; 2015). Since 1991 only two EDPs were developed and implemented. The first one for 2001-2005 and the second one for 2011-2015. Both programs were based on achievements already accomplished in the educational system and set out the main development goals for the given period. Since 2016, the education system in Armenia is functioning without an education sector plan. Nonetheless, currently, the country is already in the process of the finalization of the 2021-2026 Government Activities Program, the education section of which will serve the role of a Sectoral Action Plan for the upcoming five years. The section provides general guidance on the Republic of Armenia Government's vision for education and provides an overall understanding of the major gaps and shortcomings that still exist in the general education system. The Government's aspiration for education is to create an inclusive student-centered learning environment for all with focus on education quality and equity in line with Sustainable Development Goal (SDG) 4 (Quality Education) targets. Following the approval of the Strategy by the Government, sub-sectoral action plans will also be developed, including an action plan on general education. The education section of the Program was drafted in line with the quality standards for an ESP. However, our joint conviction is that the general education section of the strategy is based on the expertise and the solid experience by the inclusive partnership or wide range of education actors, whereby in some sections more quantitative evidence stemming from comprehensive analyses would be highly beneficial as well. In this regard, Education Sector Analysis must be implemented in the country that would strengthen the arguments made in the strategy or offer different logics.

This activity is aligned with AGENDA 2030, Goals 4.1 #By 2030, ensure that all girls and boys complete free, equitable, and quality primary and secondary education leading to relevant and effective learning outcomes# and 4.2 #By 2030, ensure that all girls and boys have access to quality early childhood development care and pre-primary education so that they are ready for primary education#. The posting contributes to UNICEF 2021-2025 CPD Outcome 3: #People exercise their talents and skills, benefitting from age-appropriate, life-long learning, inclusive and quality education in an enabling and safe environment#, and Output 3.1 #Education system is strengthened to deliver quality and inclusive education to all, including in pre-primary schooling#.

2. Overall purpose of the assignment:

The purpose of the consultancy is to undertake a comprehensive analysis of the Education sector in line with GPE guidelines (2) also see below for GPE #Education Sector Analysis Methodological Guidelines#. The results of the sector analysis and the assessment of the 2021-2026 Government Activities Program will feed into the development of a detailed three-year action plan (represented through the 2023-2025 medium-term expenditure plan).

This process should be geared towards ensuring ownership of a wide range of education actors. The contracting firm should plan to work closely with MoESCS and other education stakeholders, including the Ministry of Finance, the Ministry of Territorial Administration and Infrastructure, CDCEE, regional and school administrations, among others. The CDCEE itself is a multi-stakeholder consultative body comprised of 47 members representing 40 different stakeholders, including educational CSOs (15 members), development partners (18 members) and the private sector (3 members). The CDCEE was established also having in mind the issues of equality and representation, offering a proportional representation in terms of gender and regional distribution.

The process should be geared towards ensuring ownership and building the local education stakeholders' capacity for future sustainability and carrying out similar actions systematically. The services are expected to be carried out within the period September 2021 # May 2022. The final deliverables, including the final report of the analysis, needs to be presented to and validated by UNICEF and MoESC no later than 6 May 2022.

Objectives of the consultancy

The objective of this consultancy is to improve the process of education sector analysis in the Republic of Armenia. This improved process will then inform the planning for, drafting, establishing and executing general education sector plans in the country.

Under this assignment, the consultant will be responsible for conducting a comprehensive analysis of the General Education sector in Armenia covering all major aspects of early childhood education and general education. The analysis should be based on and complete aligned with the GPE #Education Sector Analysis Methodological Guidelines# (Volumes 1(3),2(4),3(5) and commissioned in consultation with the MoESCS.

More specifically, the objectives under this assignment include: #Analysis of the socio-demographic, humanitarian and emergency contexts and respective past trends and future prospects affecting the school (preschool) education sector with a particular focus on the following: -Identification of the key social indicators, risks and constraints placed by the socio-demographic, humanitarian and emergency contexts (including system inequalities and weaknesses revealed by the COVID-19) on the education system and how the existing policies address the context and the challenges based on existing secondary data and projections. -Specifically, in terms of risk analyses for resilience in education system: review of available data on the types of hazards, related shocks and stresses, the broader scope of resilience to education system and the strategies to fill data gap, define country risk profile and assess the role of education role for risk mitigation.

#Analysis of the school (preschool) education budget and spending, macro-economic and public finance context affecting the education sector with a focus on social equity. More specifically, the focus should be on:

- Assessment of the education sector budget (including revenue sources, budget allocation between education levels and schools and funding formula, expenditure by categories (e.g., capital vs recurrent, instructional and non-instructional), unit cost by education level, financial equity/disparities (e.g., by location, urban/rural, school types), and the relationship between funding and education outcomes and its implications to adequacy and efficiency),
- Projecting financial needs in consideration of demographic changes in future,
- Analysis of current and projected levels of revenues/resources (including from development partners, households) available for public expenditure in education (including through cross-sector financing of education-e.g. school construction by the Ministry of territorial administration), -Identifying financial gaps to be filled,
- how the existing policies address the context and the challenges based on existing secondary data and projections.

#Analysis of politico-institutional macro-level context affecting policymaking in the education sector. This analysis should help identify key issues affecting participatory cross-sectoral data-driven (including education management information system) policymaking in the education sector, how the existing policies address the context and the challenges. The analysis should also consider existing mechanisms and forums that aim to enhance inclusive policy dialogue, more specifically the public and student councils adjacent to the Minister of ESCS. The analytical dimensions include, but not limited to:

- the relevance of the legal and policy framework in the field of general education,
- institutional mechanisms to translate these into practice (e.g., policy steering committees, school councils, national councils),
- the degree and scope of decision-making authorities granted to MoESCS, regional administration education departments and schools,
- capacity of education stakeholders to participate in policy planning and implementation

processes (including capacity development),
-the existence and use of data management systems supporting policy planning and implementation.

#Analysis of the school (preschool) enrollment capacity, enrollment monitoring mechanisms, school (preschool) coverage and internal efficiency with a focus on social equity. More specifically, the focus should be on:

- examining current enrolment and attendance situations (disaggregated by key student and school characteristics such as gender, ethnicity, location when possible) and assessing national capacity to enroll the entire school (preschool)-aged population,
- conditions of first year access,
- intra-cycle retention and promotion (including dropout), completion of each education level, and transition to the next level,
- Indicators to measure participation in school education, and the existence of data collection systems to measure these indicators,
- supply and demand issues on access and retention,
- internal efficiency and factors involved,
- profiling of out-of-school children (factors and prevention mechanisms)
- and how the existing policies address the context and the challenges based on existing secondary data and projections.

#Analysis of the impact of school (preschool) education on national economic and human development goals. Here, the analysis should assess to what extent schooling impacts productivity and employability of leavers, contributes to economic and human development (including living standards, social and civic behavior, management of fertility).

#Analysis of the school infrastructure, with a focus on assessing full-scale needs of school infrastructure development (including cost analysis, cost-efficient, secure, accessible, disaster-proof and child-centered models). A complete mapping of school infrastructure (both in terms of availability and quality/conditions) will be expected for this task and the Contractor will be expected to develop a methodology and an approach to fieldwork for this task and pilot this task and pilot this approach.

#Organize a Public presentation for validation of findings and publication of the Comprehensive Education Sector Analysis Report and Executive Summary. This will include:

- organization of a series of public discussions with the MoESCS, CDCEE members and other stakeholders (wherever necessary) for validation of findings,
- validation of the results of the comprehensive analysis and recommendations for further development of the education sector.
- the consultant will be flexible to choose the mode of these discussions in accordance with the epidemiological situation in the country.

The comprehensive analysis will have to consider and propose the best approach for the further development of the General Education sector in Armenia having in mind the country's macro-economic, demographic, socio-cultural and politico-institutional context. 2021-2026 Government Activities Program as well as the Education Development Program 2030 should be considered as well as the nationalized set of SDGs. Specific recommendations on how the country should work to meet commitment under Pre-Primary and General Education related SDGs should be made as well.

3. Stakeholders:

Key stakeholders of the assignment are the MoESCS and the government line ministries, including the Ministry of Territorial Administration and Infrastructure (MoTAI) the Ministry of Finance, sub-national and local authorities, UNICEF, ADB, WB, EU, other international development partners and dedicated CSOs. The knowledge generated by the study should be used by the MoESCS to inform and amplify its actions for 2021-26 period, to develop a detailed three-year action plan on general education. It will be also used by UNICEF and other national stakeholders to further refine the quality, cohesiveness and timeliness of policies in the field of general education.

4. Major tasks to be accomplished:

The contract is planned to begin during the fourth week of September and end no later than 6 May 2022. The selected institution is expected to develop activities according to the schedule below, and in close consultation with the MoESCS, ADB and UNICEF. The institution will carry out a comprehensive analysis considering and proposing the best approach for the further development of the general education sector having in mind the country's macro-economic, demographic, sociocultural and politico-institutional context, the 2021-2026 Government Activities Program and nationalized SDGs. While analyzing the sector, the institution will use the existing materials and reports produced by the MoESCS, other line ministries, civil society organizations and development partners, as well as the main findings from the five studies carried out as part of the Targeted Analysis within the frames of the ESPDG. The institution will work in close consultation with UNICEF, ADB, the MoESCS, other line ministries and the CDCEE.

In order to perform the Analysis of the school infrastructure, in cooperation with the National Center of Educational Technologies (NCET), the Contractor will be expected to develop a methodology on mapping school infrastructure in order to provide concrete recommendations pertaining to the infrastructure-related needs of schools across the the country. The Contractor will be expected to pilot and test this assessment methodology within one region, covering all public schools, and train the relevant staff from the MoESCS and regional authorities on how to collect and assess similar data from across the entire country. The Contractor will be expected to hire international expert/s and ensure execution of pilot assessment locally. The data collection and analysis should focus on gender and human rights aspects, be responsive and appropriate for analyzing the gender equality, human rights issues including child rights issues. All the tasks undertaken under this assignment should be guided by the UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis (6) and Strategic Guidance Note on Institutionalizing Ethical Practice for for UNICEF Research (7).

List of the specific tasks and deliverables are in detail described in Annex 1.

5. Supervisor:

The Contractor will work in close coordination with and be supervised and report to the UNICEF Education Officer (GPE) under guidance of of Education Specialist, and with regular debriefing with the Deputy Representative.

6. Duty Station:

Yerevan with possible travel to regions.

7. Timeframe:

The contractor will work for the period of 7.5 months (September 27, 2021-May 6, 2022). The exact schedule of the activities will be agreed based on implementation progress.

8. Qualifications or specialized knowledge/experience required:

#Institution/Company:

- Research or academic institution, consulting firm or (I)NGO with proven experience and involvement in conducting education sector review/ analysis and supporting the development of education strategy/planning documents;
- Experience in working on human (child) rights or social sector analysis projects;
- Proven ability to secure a team of consultants working across relevant education sector areas;
- Demonstrated experience of work with Governmental institutions. Previous experience in working with the Government of the Republic of Armenia, the Ministry of Education, Science, Culture and Sports is a strong asset;

#Team Leader:

- Advanced University Degree in Education, Social Sciences, Finance, Monitoring and Evaluation or related fields;
- At least 8 years of relevant professional experience in education policy development, analysis, research or evaluation;
- Solid analytical and conceptual skills and ability to produce analytical reports/writings;
- Proven experience in quantitative and qualitative research in education or another social field;
- Demonstrated knowledge of the education system in Armenia is a strong asset;
- Demonstrated experience of work with the Government of the Republic of Armenia in undertaking research/evaluations/reviews in the social field is a strong asset;
- Good command of English or Armenian, both oral and written.

#Consultants in the team:

- Advanced University Degree in Education, Social Sciences, Finance, Monitoring and Evaluation;
- Minimum of 4 years relevant professional experience in quantitative and qualitative research and evaluation in the education sector and/or relevant technical fields (Social Sciences, Finance, Monitoring and Evaluation)
- Experience in working with the Government of Armenia and/or UNICEF or other UN Agencies will be an asset;
- Familiarity with the education system in Armenia is an asset;
- Demonstrated capacity to analyze policy documents and formulate policy recommendations including efficient and effective use of funding;
- Good command of Armenian and/or English, both oral and written, with at least some of them being local experts.

8. Procedure and logistics:

UNICEF does not provide or arrange health insurance coverage for the members of study team.

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs is incomplete, not delivered or for failure to meet deadlines

(fees reduced due to late submission: 1 month - 20%; 2 months - 50%; more than 2 months # payment withhold). All materials developed will remain the copyright of UNICEF and that UNICEF will be free to adapt and modify them in the future. This ToR is an integral part of the contract(SSA) signed with the contractor (independent evaluation company).

10. Terms of application:

Technical Proposal:

The technical proposal shall not contain any price information.

Interested institutions are requested to express their interest to UNICEF in Armenia by submitting a Technical Proposal outlining:

- Implementation Plan and Methodology for the completion of the assigned tasks;
- A Workplan with activities and timeframe;
- CVs of proposed experts;
- Experience in fulfilling similar tasks and the outcome of at least one (preferably a similar product) presented as an attachment/or reference.

Technical Proposals should be sent only to the following e-mail address: procurementarmenia@unicef.org.

Total for technical evaluation - 70 points

Technical proposals will be evaluated based on the following criteria:

- 1) Overall understanding of the task, selection of correct methods and tools, and feasibility of implementation - 20 points
- 2) Previous experience in managing and conducting complex studies - 20 points
- 3) Composition of the contracting team - 30 points

Financial Proposal:

Detailed Budget for completing the assignment must be also submitted separately. In-country travel costs, should those occur, must be included in the total amount presented in the financial proposal. Sub-contracting, should it occur, must also be included in the total amount presented in the financial proposal. Proposals must be submitted in USD currency (OVAT), indicating the total budget as well as a detailed breakdown of budget items, according to the structure indicated in Annex 2. If local organization is the winner of the tender, the contract should be signed in AMD, UNORE of contract signing date will be applied.

Financial Proposal should be sent only to the following e-mail address: [sbabayants@unicef.org](mailto:sabayants@unicef.org).

Total points for financial evaluation - 30 points.

The maximum number of points (30) will be allotted to the lowest financial proposal that is opened and compared among those institutions which obtain the threshold points in the evaluation of the technical component (49 points). All other financial proposals will receive points in inverse proportion to the lowest price.

- A = Score for price proposal
- B = Max. Score for price proposal
- C = Price of lowest priced proposal
- D = Price of proposal
- A = $(B * C) / D$

The overall score for each of the proposals is calculated based on a ratio of 70% - 30% between the technical and financial proposals.

Maximum Points	
Technical Proposal Score	70 points
Financial Proposal Score	30 points
Overall Proposal Score	100 points

Full proposals should be submitted in English and must be received not later than 13 September 2021, 18:00. Duly filled, signed and stamped Bid Form should be submitted with both Technical and Financial Proposals.

Potential bidders are invited to a Bidders conference that will be held on September 6, 2021 from 2-3 pm in an online meeting via Microsoft Teams, for the purpose of getting details about the proposal submission and receive answers to questions related to the assignment. Please see the link below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjNhNTRhMmMtNTdlOS00N2ViLWIwYjgtYWM2OTIxZTNiZWVl%40thread.v2/0?context=%7b%22Tid%22%3a%2277410195-14e1-4fb8-904b-ab1892023667%22%2c%22Oid%22%3a%229d4f742-2471-426c-a309-791be68aade3%22%7d

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:

Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

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

"Goods" means the goods specified in the relevant section of the Contract.

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

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

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

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

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

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

2. Delivery; Inspection; Risk of Loss

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

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

Inspection

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

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

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

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

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

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

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

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

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

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

Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the

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

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

3. Price; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

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

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

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Indemnification

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

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

Insurance

4.8 The Supplier will comply with the following insurance requirements:

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

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

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

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

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

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

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

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

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

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

Liability

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

5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

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

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

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

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

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

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End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

(c) if the Supplier (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

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

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

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

Force Majeure

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

7. Ethical Standards

7.1 The Supplier will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

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

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

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

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

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

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

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

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

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the

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Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

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

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

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

11. Other Provisions

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

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

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

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

(d) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

ANNEX A
GENERAL TERMS AND CONDITIONS

(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(d).

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

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

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

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

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

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

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.

Footnotes

- (1) Sachs, J., Schmidt-Traub, G., Kroll, C., Lafortune, G., Fuller, G., Woelm, F. 2020. The Sustainable Development Goals and COVID-19. Sustainable Development Report 2020. Cambridge: Cambridge University Press.
- (2) <https://www.globalpartnership.org/content/country-level-guide>
- (3) <https://www.globalpartnership.org/content/methodological-guidelines-education-sector-analysis-volume-1>
- (4) <https://www.globalpartnership.org/content/methodological-guidelines-education-sector-analysis-volume-2>
- (5) <https://www.globalpartnership.org/content/methodological-guidelines-education-sector-analysis-volume-3>
- (6) See UNICEF Procedure for Quality Assurance in Research CF/PD/DRP/2015-002
https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF
- (7) See Strategic Guidance Note on Institutionalizing Ethical Practice for UNICEF Research
- (8) The consultant will be flexible to decide whether an in-country mission is desirable, within the given budget. Should an applicant deem an in-country mission necessary, please provide such information both in Technical and Financial Proposals.

Annex 1

Major tasks		Responsible	Coordination	Deadline
Inception Phase	<ul style="list-style-type: none"> - Prepare the work plan for the comprehensive education sector analysis; - Prepare the methodology and tools for the analyses of the sector; - Discussⁱ the methodology with UNICEF, MoESCS and ADB. 	Study Team	UNICEF Education Officer (GPE), Education Specialist	End of November, 2021
Field phase	<ul style="list-style-type: none"> - Desk review of existing materials and relevant recent studies; - Data collection and analysis and drafting of report. - Pilot of school infrastructure methodology and tool as well as training of relevant MoESCS and regional staff. 	Study Team	UNICEF Education Officer (GPE), Education Specialist	Early February, 2022
Production phase	<ul style="list-style-type: none"> - Consultations/validation meetings with the MoESCS Department of General Education, education stakeholders and CDCEE members; - Feedback from validation meetings and discussion of feedback with UNICEF, MoESCS and ADB; - Amendments to the draft report; - National Validation meeting; - Final Education Sector Analysis Report in English including Executive Summary in English and Armenian (not more than 10 pages) and relevant annexes (a maximum of 100 pages) 	Study Team	UNICEF Education Officer (GPE), Education Specialist	Early May, 2022

	Deliverables	Deadline
1.	Inception Report and work plan, with clear timelines and responsibilities, also including Methodology and assessment tools as well as Data collection and Analysis Toolkit as a supplement to the Inception Report.	By fourth week of October 2021
2.	Final Inception Report	By second week of November 2021
3.	PPT presentation on the methodology and concept of the analysis; Minutes of the meeting signed with MoESCS, UNICEF and ADB	By fourth week of November 2021
4.	Pilot of school infrastructure methodology and tool; Finalization of the tool and training of relevant MoESCS and regional staff on how to finalize the mapping	By second week of December 2021
5.	Report with main findings of the desk review and adjustments of the tools and methodology	By fourth week of December 2021
6.	First draft report of the analysis (maximum 50 pages, excluding annexes)	By first week of February 2022
7.	PPT with key findings reflected in first draft report Minutes of the consultation meetings	By third week of February 2022
8.	Second draft analytical report	By third week of March 2022
9.	Final Report on the analysis, including an Executive Summary of up to 10 pages (in English and Armenian). PPT presentation, draft of the invitation text, agenda, list of participants (all in Armenian and English, presented to MoESCS and UNICEF 5 days prior to the meeting) Minutes of the validation meeting signed by the MoESCS, UNICEF, ADB (on behalf of the CDCEE)	By third week of April 2022
10.	Final Report	By first week of May 2022

Annex 2

	Deliverables	Days spent per deliverable – Team Leader	Price per deliverable USD (0 VAT) – Team Leader	Days spent per deliverable – Consultants	Price per deliverable USD (0 VAT) – Consultants	Transportation Costs (if any) USD (0 VAT)	Other Costs (please specify in the column) USD (0 VAT)	Total Cost USD (0 VAT)
1.	Inception Report and work plan, with clear timelines and responsibilities, also including Methodology and assessment tools as well as Data collection and Analysis Toolkit as a supplement to the Inception Report.							
2.	Final Inception Report							
3.	PPT presentation on the methodology and concept of the analysis; Minutes of the meeting signed with MoESCS, UNICEF and ADB							
4.	Pilot of school infrastructure methodology and tool; Finalization of the tool and training of relevant MoESCS and regional staff on how to finalize the mapping							

Annex 2

5.	Report with main findings of the desk review and adjustments of the tools and methodology							
6.	First draft report of the analysis (maximum 50 pages, excluding annexes)							
7.	PPT with key findings reflected in first draft report Minutes of the consultation meetings							
8.	Second draft analytical report							
9.	Final Report on the analysis, including an Executive Summary of up to 10 pages (in English and Armenian). PPT presentation, draft of the invitation text, agenda, list of participants (all in Armenian and English, presented to MoESCS and UNICEF 5 days prior to the meeting) Minutes of the validation meeting signed by the MoESCS, UNICEF, ADB (on behalf of the CDC EE)							
10.	Final Report							
11.	Grand Total							