

United Nations Children's Fund UNICEF P.O. Box 1250 Fairbridge Avenue, Belgravia

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REQUEST FOR PROPOSAL

LRFP-2024-9193316

03 October 2024

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Endline evaluation of the Emergency Social Cash Transfer (ESCT).

UNITED NATIONS CHILDREN'S FUND (UNICEF) ZIMBABWE wishes to invite you to submit proposal LRFP ZIM/2024-9193316 for Endline evaluation of the Emergency Social Cash Transfer (ESCT). Proposals forwarded by mail must contain written title: FORM for the provision of the services that allows the receiving mail agents to identify the email.

All emailed Bid response must be submitted to the ONLY Acceptable email addresses which is: bidszim@unicef.org.

The Proposals MUST be received at the above address latest by 10:00 hours Harare local time on 29 October 2024.

IMPORTANT -ESSENTIAL INFORMATION

The reference LRFP ZIM/2024-9193316 for Endline evaluation of the Emergency Social Cash Transfer (ESCT) must be written on the email that contain the Technical Proposal and, on the email, containing the Financial Proposal.

Emailed proposals should be in PDF Version and proposal should be properly marked with bid number and subject "LRFP ZIM/2024-9193316 for Endline evaluation of the Emergency Social Cash Transfer (ESCT)"

The technical proposal and financial proposal must be sent as separate emails and clearly marked as such in the file name (e.g., Company ABC Technical Proposal, Company ABC Financial Proposal).

The maximum allowable size of documents is 25Mb for each email attachments. Huge files may be sent as google drive link or one drive link or as separate email attachments, each attachment not exceed 25Mb.

There will be a pre-bid conference on the 15th of October 2024 at 15:00hrs local Harare time via Microsoft teams link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjhhNTk3ZGEtNTg1Yy00Yzk5LWE4MGMtNDY2YzE0ZmI0YTkx%40thread.v2/0?context=%7b%22Tid%22%3a%2277410195-14e1-4fb8-904b-ab1892023667%22%2c%22Oid%22%3a%225fbfc2f5-cb22-4c4d-90f0-78d7577cdaef%22%7d



THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By: 08-10-2024

Allen Machekano

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

Èmail: amachekano@unicef.org

Verified By:

Ufred 08-10-2024

Pedro Gonzalez



BID FORM

This 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-2024- 9193316 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Curre	ncy of Proposal:		
Valid	ity of Proposal:		
10 Da	e indicate which of the following Early Payment Discount Terms are offered by yours 3.0%15 Days 2.5%20 Days 2.0%30 Days N	u: [et	_
The u	<u>Declaration</u> ndersigned, being a duly authorized representative of the Company, represents and	declares that	at:
1.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud		
	b. corruption		
	c. conduct related to a criminal organisation		
	d. money laundering or terrorist financing		
	e. terrorist offences or offences linked to terrorist activities		
	f. sexual exploitation and abuse:		
	g. child labour, forced labour, human trafficking		
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).		

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



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



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

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

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

Signature:	
Date:	
Name and Title:	
Name of the Company:	
UNGM #:	
Postal Address:	
Email:	



Item No Item Description Quantity/Unit Unit Price Amount

SCHEDULE NO: 1 001

00010 1 Perf. unit

Incoterms & Delivery Requested Packing	Lead Time & Related Charges	
Unit: Dimensionxxcm	Weightkg Volumecbm	
Total: Dimensionxxcm	Weightkg Volumecbm	



SPECIFIC TERMS AND CONDITIONS

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 [STATE SERVICE TO BE PROVIDED] [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
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- [The full Terms of Reference/Statement of Work attached at Annex B]
- The Evaluation Criteria attached as Annex C
- 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 to Allen Machekano at amachekano@unicef.org and Olivia Mhungu at omhungu@unicef.org and Alfred Magudhu at amagudhu@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 Allen Machekano (amachekano@unicef.org) and Olivia Mhungu (omhungu@unicef.org) and Alfred Magudhu (amagudhu@unicef.org)

The deadline for receipt of any questions is 22 October 2024 at 10:00 hours Harare Time.

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 Bid conference. A bid conference will be held virtually via the below link on 15 October 2024 at 15:00hours Harare Time.

 $https://teams.microsoft.com/l/meetup-join/19\%3 ameeting_NjhhNTk3ZGEtNTg1Yy00Yzk5LWE4MGMtNDY2YzE0ZmI0YTkx\%40thread.v2/0?context=\%7b\%22Tid\%22\%3a\%2277410195-14e1-4fb8-904b-ab1892023667\%22\%2c\%22Oid\%22\%3a\%225fbfc2f5-cb22-4c4d-90f0-78d7577cdaef\%22\%7d$

[1.4/1.5] Submission Deadline. The deadline for submission of proposals is as follows:

29 October 2024 at 10:00hours, Local Time Harare.

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

[[1.5/1.6] Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals.

- 2. Language
- 2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in ENGLISH LANGUAGE. 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: https://www.unicef.org/supply/resources/procurement-policies;
- Review the UNICEF policies publicly available on the UNICEF Supply website: https://www.unicef.org/supply/resources/procurement-policies. 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 and the subject line.
- 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 [80]/[20] split).

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

a) Technical Evaluation

[TECHNICAL EVALUATION CRITERIA IS ATTACHED AS ANNEX C

Total Maximum [80] Points



Only Proposals which receive a minimum of [59] points out of 80 will be considered further.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is [40]. 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).]

- 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 [INSERT CURRENCY(IES)]. 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

https://www.unicef.org/supply/resources/procurement-policies. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

- 3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website www.ungm.org).
- 3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.
- 3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.
- 3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.
- 3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. Audit

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



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



INSTRUCTION TO 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).
- 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.



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 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 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 therequirements 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 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 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.

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:
- 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 converge.
- (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
- (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 UNICEFs 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.

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).
- 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 UNICEFs mandate applicable to the performance of the Contract or UNICEFs 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 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.
- (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 noliability 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.



ANNEX B TERMS OF REFERENCE FOR END LINE IMPACT EVALUATION OF THE EMERGENCY SOCIAL CASH TRANSFER PROGRAMME (ESCT)

Summary

Endline evaluation of the Emergency Social Cash Transfer (ESCT) To assess the impact of the ESCT in both the urban and rural districts and the mediating factors that influenced the successful transition of the programme to the Government of Zimbabwe.	
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 i. Assess the impact and sustainability of the programme. ii. Evaluate its effectiveness in improving household food security, children's dietary diversity, and household expenditure patterns. iii. Identify unintended outcomes. iv. Showcase the changes resulting from the programme and inform future cash transfer operations. v. Explore collaboration opportunities to strengthen the HSCT programme. 	
National	
7 months	
15 Nov 2024	
UNICEF ZCO	
Research and Evaluation Specialist	

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1. Background

Zimbabwe faces key macroeconomic challenges, including high inflation, a volatile exchange rate, and limited functionality of the formal foreign exchange market. However, inflation and the exchange rate stabilized in 2024 with the introduction of a new currency. Despite this, the country's economic performance remains inconsistent and severely impacted by climate change. The Real Gross Domestic Product (GDP) growth rate slowed from 8.5% in 2021 to 6.5% in 2022 and is projected to further decline to 2% in 2024, according to the Ministry of Finance, Economic Development, and Investment Promotion. In 2023, the exchange rate depreciated by 792%, and inflation averaged 29.8%, ending the year at 26.5%. These economic challenges have eroded purchasing power, limited social service provision, and increased the burden on vulnerable households and children.

Zimbabwe also faces increased emergencies from covariant shocks such as droughts, floods, cyclones, disease outbreaks (including typhoid, polio, measles, and cholera), economic shocks, and the residual impact of the COVID-19 pandemic. The 2024 El Nino-induced drought has exacerbated the situation, worsened public health outcomes and contributed to recurrent humanitarian crises. Since 2002, cumulative droughts have stagnated livelihoods in both urban and rural areas, severely affecting the agro-based economy. The 2023 Zimbabwe Livelihoods Assessment (ZimLAC) identified 2.4 million urban residents struggling to meet basic food needs, with 3-4 million rural households expected to need support. In 2024, about 7 million people will be food insecure due to the drought.

The country is also experiencing a triple burden of malnutrition, including undernutrition (lifethreatening wasting and child stunting), high levels of micronutrient deficiencies, and a rising prevalence of overweight. Three percent of children under five years old (approximately 160,000 children annually) are wasted, including an estimated 19,000 children needing life-saving treatment for severe wasting every year (Multiple Indicator Cluster Survey, 2019). Child food poverty is high, with 83% of Zimbabwean children not consuming a diet of sufficient quality and diversity to support optimal growth and development.

While food and nutrition security continue to be a pillar in the provision of inclusive education and a vehicle for social economic development, the El-Niño induced drought continue to impact food security into 2025 resulting in most schools suspending meal provisions for learners due to failed harvest. The ZimLAC 2024 results have shown that only 7.5% of school-age children in rural areas and 6.1% of school-age children in urban areas are receiving a hot meal at school presenting a risk of increased non-attendance and eventual dropout.

I. Context

Zimbabwe's Vision 2030, launched in 2018, provides the overarching national development framework. It is underpinned by a national aspiration to move "towards a prosperous and empowered upper middle-income society by 2030". The National Development Strategy (NDS1 2021-2025) aims to ensure high, accelerated, inclusive and sustainable economic growth as well as socio-economic transformation and development "while simultaneously addressing the global aspirations of the Sustainable Development Goals (SDGs) and Africa Agenda 2063". Among other priorities, the Strategy aims to increase the reach of its social protection interventions to cover 85% of the population by 2025. It also strives to strengthen the social protection delivery systems, including harmonising programmes, improved coordination, and more effective management information systems. This is

also in line with the Constitution (2013), which obliges the State to take all practical measures, within the limits of the resources available, to provide social security and social care to those in need.

The National Social Protection Policy Framework (2016) sets out the main policy measures and interventions, which range from a) social assistance, b) social insurance, c) labour market interventions, d) livelihoods support and e) social support and care. Social assistance is the most widespread social protection measure in the country and targets households below the food poverty line. It seeks to reduce poverty, vulnerability and inequality and enhance access to basic social services. Major social assistance programmes include Harmonised Social Cash Transfer; Basic Education Assistance Module; Food Deficit Mitigation; School Fees Bursaries; Assisted Medical

Treatment Order; Public Assistance Paupers Burial Programme; and the Home grown School Feeding Programme. Others include the Disabled Persons Grant, Transfers to Heroes' Dependents, Drought Relief Public Works Programme, Food for work programmes and the Agriculture Input Support Scheme. The social insurance, labour market interventions and livelihood support pillars are aimed primarily at those in employment or seeking employment. Laws and policies that also guide the social protection system include:

- The National social protection policy framework -2016
- National Orphan Care Policy
- National Action Plan for Orphans and other Vulnerable Children
- National Case Management System for the Welfare and Protection of Children in Zimbabwe.
- National Disability Policy, 2021
- Protocol on the Multi-Sectoral Management of Sexual Violence and Abuse in Zimbabwe (2019).
- National Residential Care Standards
- The Older persons Act (Chapter 17:11)
- Refugees Act (Chapter 4:03)
- Social Welfare Assistance Act (Chapter 17:06)
- Private Voluntary Organizations Act (Chapter 17:05)
- Children' Act (Chapter 5:06)
- Guardianship of Minors Act (Chapter 5:08)
- Child Abduction Act
- International Covenant on Economic, Social and Cultural Rights (ICESCR)
- Universal Declaration of Human Rights (UDHR)
- Convention on the Rights of the Child (CRC)
- The African Charter on the Rights and Welfare of the Child

The social protection system in Zimbabwe has limited reach, about 51% of the poor population have no social coverage. (World Bank 2020 Poverty analysis). Moreover, beyond its limited reach, the current social protection system can at best be described as nascent. At the policy level, a broad and largely outdated National Policy Framework provides the only guidance on the vision and direction of the sector. There is limited coordination between the actors implementing social protection interventions, no coordination system exist, programmes are operating in silos and with severe implementation challenges and the MoPSLSW itself is hamstrung by its limited capacity to lead and deliver on its existing social assistance mandate (Social Protection Sector Review, 2019). However, Government has developed a Harmonised social protection Management system which is currently under finalization, a Social registry is also under development. These systems will bring better coordination and harmonization of the sector.

Also on a positive side, social assistance programs in Zimbabwe generally have a pro-poor distribution of beneficiaries. According to World Bank analysis of Mini (Poverty Income and Consumption Survey (PICES) 2019 data, social assistance programs, show a progressive (pro-poor) distribution with more than half of total beneficiaries (63 percent) belonging to the bottom 40 percent. The highest proportion of extreme poor among beneficiaries is found in the food for work program where 70 percent of beneficiaries were extremely poor.

In compliance with the African Union Decision of January 2016, the Zimbabwe Government launched the Home-Grown School Feeding Programme (HGSFP) in 2016, by tapping into the Food Deficit Mitigation Programme that had been initiated in response to drought during that period. In 2019, a dedicated budget line for the HGSFP was allocated directly to MoPSE, who administers the programme through its Learner Support Services Programme-Based Budget. Budget estimates indicate that the coverage of the programme is expected to increase from 2.5 million children in 2020 to 4 million children in 2024. This was followed by the MoPSE Secretary Circular No 5 of 2019 on the 'Operational Guidelines for the implementation of HGSF' in April 2019, which lays out objectives and the basic functioning of the programme and provides some guidance on food baskets and menus. Accordingly, the overall purpose being of making food available for learners so that they are not hungry in class.

Overall, the Social Protection System is an important mechanism for dealing with these increased chronic and acute vulnerabilities, as well as addressing child protection issues that are exacerbated by poverty and multiple depravations. However, while more focus and attention are being paid to the social protection sector by the Government to mitigate the increasing vulnerabilities, the current social protection system and its underlying programmes are not suitably designed to respond rapidly to any impending shocks and nor is its reach adequate in meeting the current caseload of vulnerable population in the country. Analysis of recent household survey data shows by the World Bank, 2020 and a social Protection sector assessment led by OPM (2020) brought out the following shortcomings which have undermined Government's investment in the social protection system to ensure adequate support to the most vulnerable population.

- Weak coordination capacity by MoPSLSW. Organisationally the ministry lacks the capacity necessary to lead the coordination of the social protection sector and deliver of its mandate due to limited human and technical capacities. A capacity assessment of MoPSLSW conducted by OPM found the department to be 'extremely' under-resourced with a low frontline staff complement, high staff turnover and limited resources, in particular vehicles (OPM 2020).
- Inadequate funding for Social protection programmes. The resources available are not commensurate with the scale of poverty and vulnerability in the country. Irregularity of payments further exacerbates the poor adequacy of benefits. Zimbabwe budget allocation to social protection is less than the sub-Saharan Regional average of 1.5% of GDP. The government allocation to social protection in 2023 represents less than 1% of GDP.
- Low social protection coverage. Social protection coverage remains low, with more than half of the extremely poor people not receiving any support (UNICEF (2021 SP budget brief) In 2020 only 23% of extremely poor were reached with some form of social assistance while in 2019 about 37% were covered (Rapid PICES 2020). Yet the population of extremely poor has been rapidly increasing (increased by 1.9 million or 31.6%).
- Absence of Harmonised standard operation procedures with methodologies differing across targeting, transfer values and M&E. There is currently no standardized cost-effective targeting approach for the main social protection programmes. Targeting methodologies have varies across the different implementers resulting in overlaps duplicates inclusion and exclusion errors.
- Outdated National Social protection policy framework. Developed in 2016 the framework is no longer in sync with the current context and also does not integrate shock responsiveness.
- Absence of a Harmonised Social protection Management Information system. Information management for social protection has been fragmented to date. Each government social protection

programme in Zimbabwe currently has its own approach to managing and storing data on the socioeconomic characteristics and demographics of beneficiaries, and records of transfers provided. The fragmentation has created inefficiencies and duplications. A key lesson from Cyclone Idai was that the response could have been more efficient and effective if there were an integrated MIS. The MIS system and a Social registry is currently under development with support from World Bank and other Development partners.

The current Social protection system is also not able to responsive to shocks and emergencies.

Zimbabwe has implemented several strategies to mitigate food insecurity, including leveraging its social protection system. Among them is the Harmonised Social Cash Transfer (HSCT) programme, a government-led initiative that offers cash transfers to food-insecure and labour-constrained households particularly include those with orphans and vulnerable children, with the goal of improving food security. The HSCT programme, which is implemented by the MoPSLSW and funded through the Ministry of Finance and Economic Development (MoFED), receives technical support from the UZCO and the World Food Programme (WFP). As of 2014, the HSCT programme had reached a total of 55,509 households across Zimbabwe.

Despite the implementation of HSCT, the existing social protection system was found inadequate to address the immediate needs of vulnerable groups. As of 2020, about 2.2 million urban residents and 5.5 million rural residents needed assistance. Although existing support efforts were primarily focused on rural regions and managed to reach 4.1 million people, there remained an unmet need for assistance for approximately 3.8 million individuals. This shortfall was particularly pronounced in urban areas, where nearly half a million households needed assistance, a figure that did not account for the economic impact of COVID-19.

In 2020 UNICEF Zimbabwe introduced the Emergency Social Cash Transfer Programme (ESCT). Initially aimed at cushioning urban populations affected by COVID-19 lockdown measures, the programme has since expanded to rural districts. The ESCT was introduced to extend the Government's reach in underserved urban areas and address the limitations of the social protection system in responding to emerging vulnerabilities. In rural districts, the programme assisted the government in retargeting beneficiaries in the Harmonised Social Cash Transfer (HSCT) supported districts, where retargeting had not occurred since 2011.

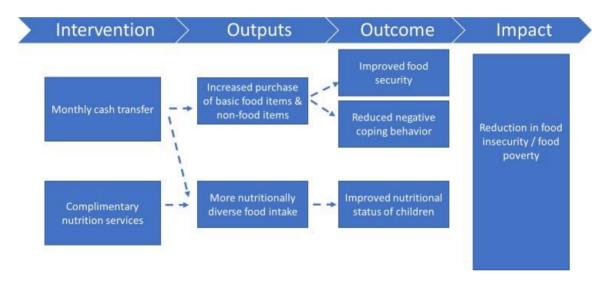
The ESCT was designed to engage with and strengthen the wider social protection system. It drew on the design elements of the Government-led HSCT and aligned closely with it but with modifications for a more rapid and effective response. Upon winding down support to ESCT beneficiaries, households were transitioned to the government HSCT for continued support.

This endline evaluation of the Emergency Social Cash Transfer (ESCT) program follows the mid-term impact evaluation conducted in 2023, which assessed the program's impact and sustainability. This evaluation will examine how well lessons learned from the transition from ESCT to the Harmonised Social Cash Transfer (HSCT) revealed in the mid-term evaluation were implemented, and it will focus on the program's impact in rural areas not covered in the mid-term evaluation. Additionally, it will provide a holistic performance assessment of the program, including criteria such as relevance, effectiveness (including cost-effectiveness), efficiency, coordination, and coherence, which were not part of the mid-term evaluation.

II. Object

The overall objective of the ESCT was to reduce food insecurity, improve dietary diversity, improve education outcomes and enhance maternal and child health outcomes for vulnerable households. This was achieved through monthly cash transfers and complementary nutrition and child protection services and school feeding to selected P3 and satellite primary schools (See Logic Framework below). These components are detailed in the design document. The programme also included Protection from Sexual Exploitation and Abuse (PSEA) components, which were implemented through the ESCT partners, GOAL and World Vision. Households received US\$13 per member per month, capped at four individuals, in line with rates set by the National Cash Working Group. On average cash transfers were provided for six months to one year before beneficiaries were handed over to Government. A secondary objective was to use the ESCT to engage with the broader social protection system, particularly the HSCT programme, and improve both.

Figure 1: Logical Framework



The ESCT programme was initially introduced in Gutu and Highfields Districts in 2020 and extended to six urban districts (Beitbridge, Lupane, Bulawayo, Binga, Mufakose, and Chitungwiza) in 2022, reaching about 27,000 households with 18 months of support. Payments in these urban districts concluded in June 2023. In the same year, the programme was extended to five rural districts (Binga Rural, Mudzi, Mangwe, Rushinga, and Makoni), supporting 19,489 households for six months, ending in July 2024. Urban and rural districts have been handed over to the government to continue support under the HSCT programme. Karoi urban district, targeted in 2023, received nine months of support, concluding in July 2024. The ESCT programme was implemented through World Vision International and GOAL Zimbabwe in coordination with MoPSLSW at both district and national levels.

The Government-led HSCT was introduced in 2011 to reach food-poor and labor-constrained households. It is operational in 33 districts and serves over 60,000 households. The HSCT provides benefits of US\$20 for single-headed households, US\$35 for two-member households, US\$50 for threemember households, and US\$65 for households with four or more members, with transfers made in local currency at the prevailing exchange rate. The Ministry of Public Service, Labour, and Social Welfare (MoPSLSW) has committed to absorbing caseloads from the ESCT programme into the HSCT. To ensure a smooth transition, implementing partners coordinated closely with ministry officials at Head office and district level who were also involved in the inception, implementation and

monitoring of the programme. Relevant Government stakeholders from other government ministries at district level including the MoPSLSW were involved at all stages including project inception where MoPSLSW took a lead in district sensitization of the programme and laying out the roles and responsibilities of government stakeholders in the programme and explaining its alignment to the government HSCT programme. The MoPSLSW district officials were involved in the transition of the beneficiaries to the government programme, reassessing the beneficiaries before they are transitioned to the government Harmonised Cash Transfer programme.

This evaluation aims to independently assess the impact of the ESCT in both urban and rural districts and examine the factors that influenced the programme's successful transition to government management. The programme has been implemented in phases from 2020, with urban districts receiving 18 months of support and rural districts receiving six months of support.

Table 1: Stakeholders and their contributions¹

Stakeholder	Location	Responsibilities/ Contributions
		DUTY-BEARERS
MoPSLSW	Harare	 Provided leadership, oversight, and supported transition of recipients of ESCT cash transfers to HSCT programme. Conducted joint monitoring visits with UZCO. Facilitated stakeholder engagement, including household registration, validation, and grievance redressal.
District Social Development Officers	All eight districts	 Verified targeting of the selected households and monitored Programme activities. Addressed grievances, including exclusion and inclusion errors. Conducted joint home visits for GBV and other complaints. Provided training for Nutrition Health Workers and nurses. Conducted screening of malnourished children. Engaged in the screening of malnourished children and ensured their wellbeing. Verified households eligible for the transition from ESCT to HSCT
District Drought Relief Committee (DDRC)	All eight districts	 Led district mapping and prioritized vulnerable areas. Provided oversight and guidance during implementation. Coordinated with the government and partners to seek assistance for relief efforts. Assessed gender mainstreaming to prevent unexpected outcomes (such as GBV).
Ministry of Primary and Secondary Education (MoPSE)	Mudzi Makoni Lupane Rushinga Binga	 Mandated to implement and coordinate the Home-grown School feeding programme. Provide dedicated staff for the planning, supervision, implementation, monitoring, and reporting of the programme.

¹ Mid-term Impact Evaluation of the ESCT Programme

		 At schools, School Development Committees support the implementation of the school feeding programme either directly, or through dedicated school feeding sub-committees.
Community Child-care Case Workers (CCW)	All eight districts	 Led community mobilisation and data collection. Identified child protection cases for referral. Encouraged rights-holders to obtain identification documents. Facilitated change management when necessary. Addressed GBV and family conflicts cases. Advised families on the purpose of the received money. Tracked and visited targeted households to ensure accurate addresses were registered. Investigated reasons for uncollected payments. Referred rights-holders with queries to the appropriate personnel.

Stakeholder	Location	Responsibilities/ Contributions	
		 Tracked child-headed families without registration and referred them to social welfare. 	
		DEVELOPMENT PARTNERS	
UZCO	Harare	Designed the Programme, managed IPs, and coordinated with government counterparts.	
		Conducted monitoring and evaluation and oversaw financial management.	
KfW	All eight districts	Provided financial support to design and implement ESCT Programme.	
	IMPLEMENTING PARTNERS		
GOAL	Gutu, Mufakose, Mangwe, Makoni Highfields, and Chitungwiza	 Conducted enumerator training for monitoring activities. Engaged with the government to resolve inclusion and exclusion errors. Registered and verified targeted households. Trained CCWs for identification of child protection issues. Trained Nutrition Health Workers. Tracked malnourished children. Managed budget at the field level. Conducted stakeholder engagement and post-distribution monitoring. Administered help desks at payment booths. Facilitated change management processes. Supported DSD for the verification process from ESCT to HSCT programme Conducted post distribution monitoring Conducted GBV and PSEA sensitisation 	

World Vision Zimbabwe	Beitbridge, Karoi, Mudzi, Rushinga, Binga, Lupane, and Bulawayo	 Conducted household-level data collection, including managing the grievance mechanism, engaging with the community, providing nutrition services, supporting validation, assisting during the payment process, and conducting monitoring and evaluation activities. Provided enumerator training for monitoring activities. Engaged with the government to resolve inclusion and exclusion errors. Registered and verified targeted households. Conducted joint home visits to address GBV-related issues, etc. Supported DSD for the verification process from ESCT to HSCT Conducted post distribution monitoring 	
Mukuru	All eight districts	Disbursed payments to ESCT recipients	
ONA	All eight districts	 Provided Management Information Systems (MIS) services for data management. Developed payment instructions through the MIS system. Conducted payment validations. Developed and monitored the complaints and grievance system. Developed data collection tools ODK/Kobo – registration form, PDM tool, Markets monitoring tool, Grievance and redress, verification 	
	RIGHTS-HOLDERS		
Recipients of cash transfers	All eight districts	 Redeemed vouchers to receive cash transfers. Used cash transfers to consume nutritious food. Exercised their right to child protection and GBV services. 	

2. Evaluation Purpose

This evaluation which is being conducted at the end of the ESCT aims to assess the impact of the ESCT in all its components in both urban and rural districts and the mediating factors that influenced the successful transition of the programme to the Government of Zimbabwe. It will also assess the gaps and challenges in implementation. The evaluation results are expected to showcase the changes that have been brought about as a result of the programme and inform the operations of the government HSCT programme and any future cash transfer programme and also to show how the programme can be improved to respond to current context challenges especially being responsive to current shocks and hazards the current faces.

The evaluation and its results will be driven and utilized by both duty-bearers and rights-holders to influence Zimbabwe's social cash transfer programmes. Key duty bearers include the parent Ministry of Public Service, Labour and Social Welfare. Their intended use of the evaluation findings is highlighted in the table below, and Social Welfare. The table below highlights their intended use of the evaluation findings.

Table 2: Users and intended uses of the evaluation.

Stakeholder	Intended use of the evaluation	
	Primary users	
Ministry of Public Service, Labour and Social Welfare Government departments at the	 To inform the operations and improvement of future cash transfer programmes, including the HSCT. To strengthen the broader social protection system. 	
district level including the DDC	 To evaluate the impact of the programme to the beneficiaries at district level. 	
UNICEF Zimbabwe Country office – Social Protection Taskforce	 To evaluate the impact and effectiveness of the ESCT programme. To guide the design and implementation of similar initiatives in the future. 	
Secondary users		
Implementing partners	 To assess the effectiveness of their roles and contributions to the programme. To identify best practices and areas for improvement. 	
Various working Groups, e.g., National Cash Working Group, Foods and Livelihoods cluster	 To ensure alignment with national strategies and standards for cash transfer programmes. To use the findings and lessons learnt for advocacy and policy development. 	
Donors and Funding Agencies	 To evaluate the return on investment and impact of funded programmes. To guide future funding decisions and support for social protection initiatives 	
Communities, Women, persons with disabilities and girls and boys	 To be informed of the gender related and inclusion/ exclusion impact and results of the programme whilst contributing to inform future programming. 	

3. Evaluation Objectives

The main objectives of this evaluation are to provide evidence of the programme's impact from its inception to completion, assess its ability to improve food security and dietary diversity, assess household expenditure patterns and improve retention in school. The specific objectives of this evaluation are to:

- Assess the impact and sustainability of all the programme components with a focus on gender, equity, inclusion and child rights.
- Evaluate its effectiveness in improving food security, dietary diversity, school retention and household expenditure patterns while analyzing its impact on vulnerable groups, including women, children, persons with disabilities, and marginalized communities.
- Identify unintended outcomes particularly those related to gender disparities, equity, and child rights.
- Showcase the changes resulting from the programme highlighting improvements in gender equality, equity, inclusion, and the realization of child rights, and inform future cash transfer operations.
- Explore collaboration opportunities to strengthen the HSCT programme ensuring that gender, equity, and child rights considerations are integrated into its design and implementation.
- Assess the programme's impact on gender equality, focusing on women's and persons with disabilities empowerment and decision-making within households.
- Examine how the programme has upheld and advanced child rights, disability inclusion, gender and ensuring that the best interests of the child are at the forefront of its implementation.

4. Evaluation Scope

The following scope will cover this evaluation:

- **4.1 Time period:** The evaluation will cover August 2020 to September 2024.
- Geographic scope: The evaluation is expected to conduct field data collection in 3 rural districts (Binga, Mangwe, Makoni) and 3 urban districts (Beitbridge, Lupane and Mufakose). The evaluation will not cover the following rural districts Rushinga and Mudzi and the following urban districts Gutu, Highfields, Chitungwiza, Khami, Mzilikazi and Binga². For the process evaluation of the HSCT, the team is expected to select 4 districts for visits, based on proposed selection criteria which will be discussed and finalized with the Evaluation Reference Group.
- Programmatic scope: The evaluation will cover sampled ESCT districts with focus on all the components implemented under the programme, the sample will be discussed and agreed with UNICEF.

² These are subject to change after discussions with the Evaluation Reference Group

5. Evaluation Criteria and Questions

The evaluation will use the OECD-DAC framework (OECD 2021)³ which has the following criteria: relevance, coherence, efficiency, effectiveness, sustainability, and impact. Two additional criteria, cost effectiveness and coordination were added. Some guiding evaluation questions are presented below. Evaluators, where necessary, can add additional questions and sub-questions in consultation with the Evaluation manager. It is important that the evaluation questions should address, were possible, cross-cutting dimensions, such as human rights, gender, equity, or disability inclusion.⁴

Table 3: Evaluation criteria and questions

Evaluation Criteria	Key Evaluation Questions	
1. Relevance – Was the programme the right one?	, , , , , , , , , , , , , , , , , , , ,	
	 To what extent was the ESCT program aligned with UNICEF, Government and partners' strategies, policies, and priorities (outline all the key components of the ESCT)? 	
	2. To what extent was the ESCT programme relevant to the needs of beneficiaries (pregnant and lactating mothers, under 2s, elderly, persons with disabilities, persons with chronic Illnesses, adolescent girls and school age children)?	
	3. Was the programme implemented in the geographic areas with the most vulnerable population?	
	4. How did the ESCT programme components adapt to the evolving needs and challenges faced by beneficiaries over time?	
	To what extent were beneficiaries included in the development of the ESCT programme or its transition to HSCT?	
	6. What cultural, climatic, religious or social barriers that might have affected beneficiary participation or programme outcomes?	

³ OECD (2021), Applying Evaluation Criteria Thoughtfully, OECD Publishing, Paris, https://doi.org/10.1787/543e84ed-en.

⁴ Some example questions that incorporate disability: Were children with disabilities consulted and meaningfully involved in programme planning and implementation? What barriers did children with disabilities face?

2. Coherence - How well did the programme fit?

To what extent was the ESCT compatible with other social protection services aimed at assisting vulnerable populations?

- 1. How has this programme been compatible with other social protection services e.g. food deficit mitigation grain distribution, productive community works and school feeding?
- 2. To what extent was the design of the programme aligned to the HSCT and ensured the efficient transfer of beneficiaries?
- 3. To what extent was the ESCT programme aligned to and coherent with the policies and programmes of other key partners (Government, donors, UN agencies, international standards) operating in the context?
- 4. To what extent did the programme integrate the community-and school level structures such as the Case Care Workers, teachers and SDCs?

3. Effectiveness – Did the ESCT achieve its objectives and intended results?

To what extent has the ESCT achieved its intended objectives and results, including any differential results across groups such as pregnant and lactating mothers, under 2s, elderly, persons with disabilities, and persons with chronic illness, adolescent girls?

- 1. What were the intended and unintended effects of the ESCT programme on the food security situation among beneficiaries?
- 2. What key factors influenced the achievement or non-achievement of the intended objectives, reflecting on several factors, including internal, external, operational, programmatic etc.?
- 3. What contribution did the cash transfer make to the local economy (local market/supply)?
- 4. To what extent did the program address gender disparities and promote women's empowerment within beneficiary households and communities?
- 5. Did the program bring any change to the condition and position of girls and women in the targeted community? If so, how? If not, what were the barriers?
- 6. Were the grievance and redress mechanisms used for the ESCT programme (PSEA, Child protection, GBV) effective and were the beneficiaries satisfied with them?

4. Efficiency – How well were the resources used?

To what extent and how efficiently did the ESCT transform resources that were availed into the intended outputs and outcomes in terms of quantity, quality, and timeliness of delivery?

- 1. Did the programme deliver cash in a predictable and timely manner to the beneficiaries?
- 2. How efficient was the communication to the beneficiaries e.g on the disbursements, registration, mobilisation, verification, changes to the programme or any other communication?
- 3. Was the transfer amount provided to the households adequate?
- 4. What have been the major factors influencing or inhibiting the efficiency of the ESCT programme?
- 5. To what extent did the monitoring and evaluation mechanisms of the cash transfer and the school feeding program provide accurate and reliable data for reporting and accountability purposes? Was the monitoring sufficient in coverage and scope?
- 6. To what extent did the identified beneficiaries meet the project's criteria?
- 7. How efficiently did UNICEF manage the programme at an institutional level (e.g. human and financial resources).
- 8. How did the beneficiaries utilise the funds received. What were the common uses for the funds paying attention to all the components of the ESCT programme?

5. Impact – What difference did the intervention make?

To what extent did the implementation of the ESCT generate significant positive or negative, intended or unintended outcomes?

- 1. How have the households utilized the cash support?
- 2. What other complementary benefits (e.g., nutrition, education and child protection) and support have the beneficiaries received and to what effect?
- 3. What has been the program's impact on the different categories of the households (PWDs, the elderly, pregnant women and those with under 2s), adolescent girls?
- 4. To what extent did the programme contribute to meeting targeted beneficiaries' needs regarding food insecurity, a diverse diet and retention in schools?
- 5. To what extent did the program's components improve retention and mitigate dropout from school?
- 6. Were there any mechanisms in place to ensure that the program did not inadvertently create dependency or undermine local livelihoods, economies and responsible behaviors?
- 7. How did the programme promote inclusivity, women's empowerment within beneficiary households, communities and in schools?

In responding to these questions, kindly identify any unintended consequences or negative impacts of the cash transfer program (on inter- and intra-household relations, particularly gender relations) and provide recommendations for mitigating these effects.

6. Sustainability – Will the benefits last?	ill To what extent and under what conditions can the ESCT programme's net benefits (financial, economic, social, environmental, and institutional capacities) continue under Government management?	
	1. To what extent has the implementation of all the ESCT components including the school feeding, integrated sustainability considerations, such as capacity building of government institutions and communities?	
	2. What are the potential elements in the HSCT delivery processes that can facilitate or hinder the integration of the ESCT programme?	
	 Have the districts handed over been fully absorbed? Have the HSCT beneficiaries who transitioned from the ESCT been regularly paid? Is this amount adequate? How have their livelihoods changed since the transition? 	
	3. Is the HSCT payment mechanism accessible and acceptable to its beneficiaries?	
	4. What are the processes and steps for payment of the different types of the HSCT beneficiaries i.e. the cash transfers and school feeding? What are the challenges and bottlenecks? Do these	
	differ between the districts formerly supported by the Development Partners and those led by the Ministry of Public Service Labour and Social Welfare?	
	5. Is the HSCT in the state it was implemented and with all its key components sustainable and scalable, and what is its potential for long-term impact?	
7. Coordination - How	How well was the programme coordinated among the various stakeholders	
	involved?	
programme		
coordinated?	1. What coordination platforms and mechanisms have been created between the various stakeholders that ensured the smooth optimization of the programme?	
	 Examine the coordination and collaboration between the implementing agency and other stakeholders, including government agencies, non-governmental organizations, and community-based organizations, to identify areas for improvement and best practices. 	

8. Cost-effectiveness Was there value for money in the programme?

To what extent was the programme implemented in a cost-effective manner including the administrative costs, overhead expenses, and the overall value for money in delivering benefits to the target population?

- 1. Was the HSCT (cash transfer and the school feeding) programme implementation cost-effective?
- 2. Was the programme being implemented in the most costeffective way compared to alternatives?
- 3. Could the same results have been achieved at a lower cost/could better results be achieved with the same cost using a different approach?
- 4. How effective was the cash-in-transit model used in the rural districts?
- 5. What were the advantages of the cash-in-transit model for the ESCT program?

Additional considerations

i. Gender equality, equity and human rights including child rights

The Evaluation consultants are also expected to assess to what extent the ESCT has incorporated human rights-based approaches and results-based management, addressed inclusion issues including disability, promoted equity, and applied a gender perspective. Some of the questions to consider are:

- 1. Did the programme incorporate Human Rights perspectives, Gender Equality, Inclusion, and Equity dimensions, and are these reflected in the implementation and monitoring frameworks?
- 2. To what extent did the ESCT deliver results based on Human rights, Inclusion, Equity and Gender, and Risk/emergencies?
- 3. Did the ESCT results contribute to addressing the underlying causes of inequality including gender disparities and exclusion for the most vulnerable populations?
- 4. Did the ESCT increase or decrease the risk of GBV within the benefiting households? How?
- 5. Did the ESCT increase or decrease the risk of Child Abuses including Child marriages within the benefiting communities and households? How?
- 6. Did the ESCT contribute to empowering rights holders to claim their rights and duty bearers to fulfil Human Rights, Inclusion and Gender Equity norms? If so, in what ways?
- 7. To what extent have the principle of Accountability to Affected Populations (AAP) been applied in the undertaking of the key components of the ESCT (i.e. cash transfer and school feeding) ii. Responsiveness to shocks

The Evaluation consultants should also assess to what extent the programme responded to the shock which it was designed for. Some of the questions to consider are:

- 1. How can the programme design be altered to suit the current context challenges- being shock responsive.
- 2. What components can be added to the programme to address this?

6. Evaluation Approach

This evaluation will utilize a 'small n' approach, focusing on a limited number of cases and emphasizing qualitative, theory-driven methods. A mixed-methods strategy will be employed, combining both qualitative and quantitative data collection. The data will be collected through:

- Literature review
- Programme and document analysis
- Key Informant Interviews and Group Discussions
- Quantitative analysis of secondary data collected by the programme
- Validation workshops

As this evaluation is not counterfactual based, we do not expect full attribution to be determined. Rather, we expect the evaluation to provide an inference on the potential contributions of the key componentoftheprogramme to be observed or the reported impacts on different outcomes of interest. The scope of the primary data collection is listed under the scope of the evaluation. It will consist of Key Informant Interviews and Focus Group Discussions with beneficiaries and non-beneficiaries (including adolescents and young people) as well as other community, district, provincial and national level stakeholders that are information-rich and relevant to this program. As part of the evaluation approach, an evaluability assessment of the available data will not be needed.

Some of the key elements to include are:

Overarching methodological framework

The Evaluation consultants should provide a clear and complete description of a relevant design and methodological approach suitable for the evaluation's purpose, objectives, scope and how they will use the baseline data collected for comparability. This can include, among others, case studies, sample surveys, desk reviews, and mixed methods. The evaluation methodology should include multiple data collection and analysis methods (triangulation), preferably with analysis of both quantitative and qualitative data (mixed method) and with a range of stakeholders covered by the data collection methods. Examples of approaches and designs are:

- Participatory, utilization-focused, theory-based and gender and human rights-responsive approaches.
- Qualitative, quasi-experimental and experimental designs.
- Case-based approaches looking at comparative analysis and/or process tracing.

During the inception phase, the evaluation methodology will be refined in consultation with UNICEF, MoPSLSW and MoPSE. The Evaluation manager will facilitate securing ethical clearance and/or relevant permissions, including clearance from the Medical Research Council of Zimbabwe, MoPSLSW, MoPSE, MWACSMED and other relevant stakeholders.

The evaluation should follow gender equity-focused, transparent, collaborative, and participatory approaches to ensure the involvement of boys and girls, including those from marginalized and vulnerable groups. Participation of all key stakeholders should be ensured in the overall evaluation design and process.

The consultants should propose a methodological design demonstrating impartiality and lack of bias by relying on a cross-section of information sources (e.g., stakeholder groups, beneficiaries, etc.) and triangulation of analysis methods.

a. Data collection

Data collection and analysis methods should be selected based on their appropriateness to answer the key evaluation questions, what is realistic in the timeframe and the resources available. The consultants must collect information and evidence considering human rights and equity dimensions (gender, disability, etc.) and establish explicit linkages between data sources, data collection methods and analysis methods. The consultants are expected to review secondary data, for example, and not limited to:

- Registration and baseline data and endline data collected from beneficiaries in phase districts, including the Mid-term impact evaluation report
- Post distribution survey data
- Pulse survey data (20 short questions administered through mobile text messaging)
- Monthly beneficiary reports
- Monthly beneficiary payment instructions and reconciliation reports
- · Grievance handling data
- Financial records of the programme

In analyzing the secondary data (particularly the baseline and endline), the evaluation team is expected to assess the soundness and limitations that may arise from the sampling strategy utilized when making inferential judgements.

Primary data will be collected from the various stakeholder groups through surveys, structured questionnaires, in-depth interviews, Key Informant Interviews (KIIs), Focus Group Discussions (FGDs), and case studies (of best practices) as relevant, including national-level consultations and validation. Surveys should be designed appropriately to the context and administered to suit the profiles of the respondents (age, sex, geographical location, access to Information Communications and Technology (ICTs) and literacy).

The consultants will be supported by members of the Evaluation Reference Group (ERG) to elicit data from primary sources, the populations and/or communities served. The evaluation will follow United Nations Evaluation Group (UNEG) norms and standards for evaluations and ethical guidelines. It will also be guided by the UNICEF procedure on Ethics in Evidence Generation and all its guidelines on the ethical participation of human participants, including children. The Medical Research Council of Zimbabwe will ethically review and clear the inception report. All participants in the study will be fully informed about the nature and purpose of the evaluation and their requested involvement. Only participants with written or verbal consent (documented) will be included in the study.

The consultants are, therefore, required to identify any potential ethical issues and approaches, as well as the processes for ethical review and oversight of the evaluation process in their proposal. Specific safeguards must be put in place to protect the safety (both physical and psychological) of both respondents and those collecting the data. These should include:

- A plan is in place to protect the respondent's rights, including privacy and confidentiality.
- The interviewer or data collector is trained in collecting sensitive information.

- Data collection tools are designed in a culturally appropriate way and do not create distress for respondents.
- Data collection visits are organized at the appropriate time and place to minimize risk to respondents.
- The interviewer or data collector can provide information on how individuals in risk situations can seek support.

b. Methods of data analysis

The data analysis methods shall align with the evaluation design to provide a fair, unbiased judgement of the programmes. The Evaluation consultants are expected to develop a clear data analysis plan that includes the quantitative and qualitative dimensions of the data collected and GIS mapping data of service points and populations to assess referral functions. The data analysis plan should demonstrate the initiative's impact, including coverage (and geographic reach) and a detailed equity analysis considering the most vulnerable groups. It is recommended for evaluation data to be disaggregated by sex, ethnicity, age, and disability. There may be some challenges in this disaggregation and data reliability; hence, it is proposed that some risks could be mitigated through triangulation, cross-referencing, and other means.

c. Stakeholder identification

The Evaluation consultants will be requested to conduct a stakeholder analysis during the inception phase to identify all relevant partners and key informants for interviews during the main data collection phase of the evaluation. Added value can be achieved by including persons or organizations of vulnerable groups (e.g., persons with disabilities) that will provide first-hand information on their situation and experience.

Some potential stakeholders are:

- Programme recipients and non-recipients (all categories)
- Community leaders
- Members of the District Drought Relief Committee
- National, Provincial and District Social Development Officers
- Sample of CCWs
- UNICEF
- Payment provider
- MIS providers
- Non-Governmental Organisations supporting the implementation of ESCT
- Zimbabwe Statistical Agency (ZIMSTAT)
- Other UN agencies and Development Partners

d. Limitations to the evaluation

The Evaluation consultants should adequately cover the limitations in various aspects (methods, sources of info, disaggregated data, time, budget). A justification should be provided in case vulnerable groups are not actively involved. The Evaluation consultants will be expected to provide innovative mitigation measures to counter the possible limitations while maintaining quality and usefulness.

Another limitation might be financial and time constraints, which would not cover all districts. In this case, innovative digital solutions should be utilized to minimize this limitation. The Evaluation consultants are expected to conduct field data collection activities in all provinces while demonstrating the most logical route planning for efficiency.

7. Gender, equity and child rights

Advancing gender equality and the empowerment of women and girls is essential to realizing the rights of all children. It is central to UNICEF's work throughout the organization, and clearly articulated in key international instruments such as the UNCRC, the CEDAW, UNICEF's Strategic Plan (SP), Gender Action Plan (GAP), and the United Nations System-Wide Action Plan (UN-SWAP). The Evaluation should apply a human rights and gender lens throughout the evaluation process to ensure strong human rights and gender analysis including an analysis of unobserved gender norms and practices that influenced programme implementation and outcomes for diverse groups of people including pregnant and lactating women; adolescents, women, men and children (boys and girls), children and persons with disabilities. In the bidding proposal the team will be required to demonstrate how a strong human rights-based approach and gender analysis will be integrated in the evaluation.

8. Evaluation Workplan

The evaluation is expected to be undertaken during the fourth quarter of 2024, and the final report will be available by the fourth week of April 2025. The contract for the Evaluation consultants is expected to run for five months.

The Evaluation consultants must provide a detailed workplan with a timeline and milestones. The timeline should consider meetings, travel, consultations, workshops with different groups of stakeholders, key points of interaction with ERG, process for verification of findings with key stakeholders, and presentation of preliminary findings and recommendations.

9. Deliverables and Schedule

In alignment with the scope of work, as described above, the evaluator will be expected to perform the following activities and deliverables as per the schedule and estimated dates below:

Table 3: Activity, Deliverable and Timeline

Activity	Deliverable	Timeline	
Preparatory phase			
 Preliminary stakeholder analysis Preparation for the inception phase⁵ 		3 weeks	
Inception phase			

⁵ This includes a kick-off meeting with UNICEF ZCO.

		l		
•	Inception meeting with UNICEF ZCO and ERG ⁶			8 weeks
	Development of the evaluation framework ⁷ Preparation of the draft inception report (see Annex 1 for the indicative table of contents) Engagement with stakeholders on the inception report Finalisation of the inception report ⁸ Presentation, review and revision of the dissemination and advocacy plan with stakeholders	 1. 2. 3. 4. 	Draft inception report ⁹ Presentation of the draft inception report – in person or via video link – to the ERG Final inception report (plus completed audit trail addressing all comments) Draft dissemination and advocacy plan	
Da	ta collection phase			
•	Preparation for data collection including field pre-test update meeting ¹⁰			5 weeks
•	PSEA with the enumerators for the data collection.	5.	Field work report	
•	Field work / data collection	6. Presentation of preliminary		
•	Production of field work report including a data and analytical framework		findings at a workshop with key evaluation stakeholders, including the ERG	
•	Population of evaluation matrix		morading the End	
•	Preparation and delivery of emerging findings			
Dre	afting, validation and completion phase			
•	Data analysis and drafting	7. 1	PowerPoint presentation – in person or via video link – on emerging findings, conclusions, and recommendations	7 weeks

⁶ The minutes should be submitted electronically a day after the meeting.

⁷ This should show how in-depth analysis will support the synthesis of information for the overall report and how different methods and respondents will be deployed to explore topics to answer the evaluation criteria, identification of key indicators from programme documents, and/or recommendation of new indicators and other information needs where necessary; identification and organizing information from the available sources; finalization of the evaluation questions, methodology and work plan; development of the data collection tools reporting templates and digital platforms.

⁸ This should include an evaluation matrix based on the criteria and questions.

⁹ It should include an assessment of reliability of disaggregated data.

¹⁰ This highlights any key issues, e.g., if any changes are needed with respect to data gathering tools, consent forms, data gathering procedure or consent procedures, etc.

Finalisation of report and summary Validation of the dissemination and advocacy plan Validation of the dissemination and advocacy plan via video link – to the ERG 10. Final Evaluation Report (plus completed audit trail addressing all comments) 11. Abridged Evaluation Report (print ready) 12. 2-page summary of key findings, conclusions (by OECD criteria), recommendations. Dissemination and Advocacy 13. PowerPoint and 3 we evaluation	
Dissemination and Advocacy 13. PowerPoint and 3 we	
 Prepare dissemination products and support the dissemination of evaluation findings Presentation of the findings, conclusions and recommendations at a workshop with key evaluation stakeholders Cleaned data files All qualitative data transcripts 	reeks
	weeks

As the actual starting date may impact the dates estimated in the ToR, the exact timeframes and actual delivery dates will be jointly agreed upon between the consultant and the contract upon contract signature.

The Evaluation consultants should therefore submit the following deliverables:

- 1. Draft Inception report (maximum 12 pages excluding annexes)
- 2. Final Inception report (maximum 20 pages excluding annexes)
- 3. Dissemination and advocacy plan
- 4. Field work report including data and information-analytical framework
- 5. Draft evaluation report (maximum 40 pages excluding annexes)¹¹
- 6. Final Evaluation report (maximum 40 pages excluding a not more than 5-page executive summary and annexes)¹²

¹¹ This will be the object of several iterations until all UNICEF and ERG comments have been satisfactorily addressed.

¹² This should be edited by a professional editor for grammatical and spelling mistakes.

- 7. Abridged Evaluation Report (print ready)
- 8. 2-page summary of key findings and recommendations (print ready)
- 9. PowerPoint and evaluation brief/poster/Infogram presentation that summarizes the evaluation findings

The text of the report and annexes should be illustrated as appropriate with schematic diagrams, maps, graphs, and tables.

10. Dissemination and Advocacy Plan

Effective communication and dissemination of evaluation results and syntheses are key components of evaluation influence. The Evaluation consultants will be requested to design products that offer visual summaries of the main results/findings/recommendations. To ensure maximum utility, stakeholders will review the dissemination and advocacy plan, revise it during the inception phase, and validate it once evaluation results are available during the evaluation reporting phase.

The dissemination and advocacy plan should outline the communication methods to ensure widespread information sharing to the different identified stakeholders. The key considerations for the consultants developing the plan include stakeholder engagement, communication tactics, and channels.

For this purpose, the following guidelines 12 need to be followed:

- UNICEF Style Guideline
- UNICEF Brand book
- UNICEF Infogram Guidelines
- ESARO Guidance Note on Dissemination and Advocacy Plans

The Evaluation manager will ensure that the Evaluation consultants have access to the logos and authorized pictures, which will be available here: https://weshare.unicef.org/. All visual products need to be approved by UNICEF before final publication.

The consultants may not publish or disseminate the Evaluation Report, data collection tools, collected data or any other documents produced from this consultancy without the express permission of and acknowledgement of UNICEF ZCO, and the Ministry of Public Service Labour and Social Welfare.

11. Payment Schedule

All payments¹³, without exception, will be made upon certification from the Evaluation manager of the satisfactory and quality completion of deliverables and upon receipt of the respective and approved invoice. The payment will be tied to the submission of acceptable quality deliverables¹⁴. The following show the key deliverables and associated proposed milestone payments:

Table 4: Payment schedule

¹² Links only accessible for UNICEF Staff, please request it to the UNICEF Evaluation manager.

¹³ No payment should be issued before the deliverables have been quality assured and approved by CO and RO.

¹⁴ Universalia Checklist for Inception Report

Deliverables	Delivery date	Payment
Inception phase		
Draft inception report	77 days after signing of contract	
Presentation of the draft inception report – in person	77 days after signing of contract	
or via video link – to the ERG		
Final inception report (plus completed audit trail	84 days after signing of contract	
addressing all comments)		30%

Draft dissemination and advocacy plan	87 days after signing of contract	
Data collection phase		
Field work report	121 days after signing of contract	
Presentation of preliminary findings at a workshop	133 days after signing of contract	
with key evaluation stakeholders, including the ERG		40%
Drafting, validation and completion phase		
PowerPoint presentation – in person or via video link – on emerging findings, conclusions, and recommendations	157 days after signing of contract	
Draft evaluation report	157 days after signing of contract	
Presentation of the draft evaluation report – in person or via video link – to the ERG	159 days after signing of contract	
Final professional edited evaluation report (plus completed audit trail addressing all comments)	161 days after signing of contract	20%
Abridged evaluation report (print-ready)	161 days after signing of contract	
2-page summary of key findings, conclusions (by OECD criteria), recommendations, (print ready)	161 days after signing of contract	
Dissemination and Advocacy		
PowerPoint and evaluation brief/poster/Infogram presentation that summarizes the evaluation findings	172 days after signing of contract	
Presentation of the findings, conclusions and recommendations at a workshop with key evaluation stakeholders	172 days after signing of contract	
Cleaned data files	182 days after signing of contract	
All qualitative data transcripts	182 days after signing of contract	10%

12. Management and Quality Assurance Arrangements

The quality of all evaluation reports (inception report and draft evaluation report) will be assessed by a company external to UNICEF and facilitated by UNICEF RO. The Evaluation consultants will ensure that recommendations for quality improvement of the report(s) are fully addressed. The draft evaluation report will be considered a final one only after passing through the external quality assessment, addressing all comments and having a final positive rating as "Satisfactory" or "Highly

Satisfactory". The Final Evaluation report will also be submitted to the Global Evaluation Reports Oversight System (GEROS) for final quality assessment with feedback provided to the UNICEF ZCO on the quality of the evaluation (could be shared with the Evaluation consultants upon request).

Other quality assurance processes are:15

- In accordance with UNICEF's evaluation policy, this evaluation will be managed by the UNICEF ZCO Research and Evaluation Specialist as the Evaluation manager, with close coordination and support from the UNICEF ZCO Chief of Social Policy, Social Protection and Research. The Evaluation manager will be the primary liaison with the Evaluation consultants and facilitate the data collection and evaluation process at the country level. The Evaluation manager will supervise the selection of the Evaluation consultants, manage them and have the authority to hold them to a high standard of performance. The Evaluation manager will ultimately be responsible for the quality of the evaluation.
- Key stakeholders, including excluded groups and, as appropriate, children and young people, should be engaged at relevant points, starting with the design phase. The involvement of children and young people should follow appropriate ethical guidelines and require approval in accordance with UNICEF procedures.
- The Evaluation Reference Group (ERG)¹⁶ should comprise key stakeholders who will include, UN partners, Government (Ministry of Public Service and Social Welfare,) implementing partners, several UNICEF ZCO senior staff and ESARO staff members as well as select development sector partners. The ERG has an advisory capacity whose primary role is to facilitate access to information/informants and review evaluation deliverables (ToRs, inception report, draft evaluation report, dissemination and advocacy plan) and to provide comments which should be captured clearly on a comments matrix and addressed sufficiently by the Evaluation consultants.

With the Evaluation manager as the secretariat¹⁷, the ERG shall:

Inception Phase

- Identify source documents useful to the Evaluation consultants.
- Attend ERG meeting/conference calls etc.
- Engage with the Evaluation consultants during the inception phase, as required. In particular, it helps identify appropriate field sites according to selection criteria set up by the Evaluation consultants in the inception report to safeguard against bias.
- Review and comment on the draft Inception report.
- Attend ERG meeting/conference call to review and clear the Inception report.

Data Collection Phase

- Engage with the Evaluation consultants during the data collection phase and, where the ERG member is also a key informant, respond to interview questions.
- Help provide information sources and facilitate access to data.

¹⁵ Refer to ESARO Quality Assurance Guidelines; (Link only accessible for UNICEF Staff).

¹⁶ Refer to ESARO Note on ERG (Link only accessible for UNICEF Staff).

¹⁷ The ERG Secretariat will maintain a written record, as part of an audit trail, of all ERG comments, which the Evaluation consultants is expected to respond to in writing (agree – actions taken; disagree – justification).

 Attend the Evaluation consultants' end-of-field work debriefing or, if organized, a workshop on emerging findings, conclusions and recommendations.

Data Analysis and Reporting Phase

- Review and comment on the draft evaluation report, focusing on accuracy (error of fact, error
 of interpretation), quality and comprehensiveness of findings, and links to conclusions and
 recommendations. recommendations should be relevant, targeted, realistic, and actionable.
- Attend ERG meeting to discuss preliminary findings and draft recommendations.

Dissemination and Follow-up Phase

• Provide advice on the dissemination and advocacy plan and follow-up plan.

13. Guiding Principles and Ethical Considerations

The Evaluation consultants shall abide by and be governed by UNICEF Procedures on Ethical Standards in Research, Evaluation and Data Collection and Analysis and national regulations on ethical research in designing and implementing the study. To ensure that the key ethical principles for conducting studies involving human subjects are followed, the Evaluation manager will assist in seeking clearance to conduct the research from the Medical Research Council of Zimbabwe (MRCZ). The evaluation protocol, data collection tools and informed consent forms must be submitted to the local ethical review board for clearance before fieldwork can commence. The work plan should reflect this aspect of the process. Consideration should also be given to basic ethics in researching human subjects such as consent to participation, confidentiality, the purpose of the research and potential advantages/disadvantages of participation, their rights, and how the information collected will be used.

The Evaluation consultants shall not use any unpublished or confidential information made available while executing this consultancy without written authorization from UNICEF. The products of this consultancy are not the property of the Evaluation consultants and cannot be shared without the permission of the Ministry of Public Service and Social Welfare, and Recreation and UNICEF.

It is vital that the Evaluation consultants at all levels fully comply with the precautionary measures put in place by UNICEF and the Government of Zimbabwe to protect the women and children we serve. It is of utmost importance that the <u>'do no harm'</u> principle consistently guides this evaluation. The bidding consultants should ensure that a detailed description of measures will be implemented to protect the women, children, and stakeholders we serve.

Some of the documents to guide Evaluation consultants can be found on the links below:

- United Nations Evaluation Group (UNEG) Norms and Standards for Evaluation in the UN System
- UNEG Ethical Guidelines for Evaluations
- UNEG Code of Conduct for Evaluation in the UN system
- UNEG Gender Guidelines
- UNICEF procedure for ethical standards in research, evaluation, data collection and analysis
- UNICEF-Adapted UNEG Evaluation Reports Standards¹⁹
- UNICEF guidance on external academic publishing

- UNICEF Guidance on Gender Integration in Evaluation
- UNICEF Procedure on Ethical Standards in Research, Evaluation, Data Collection and Analysis
- UNICEF Guidance Note: Adolescent participation in UNICEF monitoring and evaluation
- GEROS Quality Assessment System
- Disability-inclusive evaluations in UNICEF: Guideline for achieving UNDIS standards:

https://www.unicef.org/evaluation/documents/disability-inclusive-evaluations-unicef-guideline- achieving-undis-standards

- In addition, the evaluators will be expected to submit evidence of completion of the UNICEF Prevention of Sexual Exploitation and Abuse (PSEA) training found here: https://agora.unicef.org/course/info.php?id=7380
- UN Secretary General's Bulletin on Special measures for protection from sexual Exploitation and Sexual Abuse and the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.

Below are additional links only accessible to UNICEF Staff. They will be shared once a consultancy firm has been chosen.

• UNICEF Style Book

- UNICEF Brand book
- Universalia Checklist for Inception Report
- Universalia Checklist for Final Evaluation Report
- GEROS Checklist for Final Evaluation Report

14. Qualification Requirements

This assignment is for an institution(s) with strong international, regional, and national experience. The Evaluation consultants should not have been involved in the design or implementation of the initiative to be evaluated or have any other conflicts of interest. The consultants will work closely with the UNICEF ZCO Research and Evaluation Specialist who is the Evaluation manager in all evaluation phases, including the data collection missions.

Required Qualifications

The Team Leader should have the following desired qualifications:

Academic Qualifications:

PhD in International Development, Management Sciences, Public Policy, Social Sciences, Local Governance or related field.

Work Experience:

At least 10 years of experience working on evaluating social protection programmes and with a strong record of looking at social protection systems across policy and institutions, programme design and delivery systems.

Technical Skills and Competencies:

¹⁹ The final report is expected to meet the UNEG Evaluation reports standards as well as benchmarks used in UNICEF's Global Evaluation Reports Oversight System (GEROS)

- In-depth professional knowledge of different components of evaluation practice, including evaluation design, data collection and analysis, and reporting.
- Experience leading monitoring and evaluation in the international development sector, especially in youth-led or youth-focused programs.
- Formal training and strong field experience in evaluation.
- Excellent writing and presentation skills and the ability to present evaluation findings to different stakeholders.
- Leadership, analytical and communication skills.
- Experience and knowledge of inclusion issues and tools for integrating human rights.
- Familiarity with children and adolescent rights and governance issues is mandatory.
- Exceptional qualitative and quantitative data analysis skills.
- Work experience at the global level and in Sub-Saharan Africa is required, with experience in Zimbabwe an asset.

Languages:

Proficiency in English

The evaluation team must include a **national evaluator** with the following qualifications.

Academic Qualifications:

• Advanced academic degree in a related field (public policy, international development, local governance, social science, social work).

Work experience:

- Extensive professional knowledge and at least 5 years' experience in conducting evaluations at the national level and/or beyond.
- Demonstrated experience of similar evaluations in the child rights and youth sectors.

Technical Skills and Competencies:

- Solid understanding and demonstrable experience in evaluating social protection programmes, understanding of social protection systems, and qualitative and quantitative analytical skills.
- Excellent writing and presentation skills.

Languages:

- · Proficiency in English
- Proficiency in local languages (Shona/Ndebele)

Other Team members should have experience and knowledge of social protection in Zimbabwe or the region and the ability to conduct research at district and community levels. The Evaluation team will be fully responsible for the recruitment process of enumerators in the field as needed. UNICEF will pay attention to the diversity of both the Evaluation team members and enumerators in terms of gender and disabilities.

15. Requirements for Technical and Financial Proposals

This evaluation will be awarded to a firm or institution coordinated by a team leader. Proposals will be evaluated based on a combination of technical and financial considerations, including the need to

meet the mandatory criteria. The technical quality of the proposals will account for 80% of the final score; financial proposals will account for 20%.

A panel (including an ERG member) will review the technical proposals first; only proposals that meet the mandatory criteria and receive a minimum of 60 points during the technical evaluation will be considered further. Proposals that pass the technical stage will then receive a financial score, and the two scores will be added together, i.e., Overall score = average technical score by panel + financial score.

i. Content of the technical proposal¹⁸

- A. Table of contents.
- B. Evaluation plan which demonstrates the Evaluation consultants clear understanding and realistic plan of work for the evaluation, the evaluation plan should be in agreement with the ToR and the overall project vision for the evaluation.
- C. Short narrative description of the bidding consultant's experience and capacity in the relevant areas.
- D. List of similar/relevant past and ongoing assignments carried out by the proposer in the past 7 years.
- E. List of full reports (preferably with links to full reports) as examples of the proposer's relevant past and ongoing assignments (at least 3), on which the proposed key personnel directly and actively contributed or authored.
- F. Proposed methodology.
- G. Work plan.

ii. Content of the financial proposal

Costs will be formulated in US dollars and free of all taxes. It will include the following elements as a minimum requirement:

- A. Overall price proposal
- B. Budget by phase, activity, and cost category per UNICEF procurement procedures. The budget for this evaluation assignment is not disclosed. Travel costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC): http://icsc.un.org/.

iii. Assessment of Proposals Process and Methods

Interested and qualified evaluation firms must submit one technical proposal and one financial proposal within the deadline. After the opening, each proposal will be assessed first on its technical merits and price.

The evaluation panel will review all bidders' proposals. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. The overall weighting between technical and financial evaluation will be as follows: The technical component will account

¹⁸ This should be more than 5 pages.

for 80 percent of the total points allocated, and the financial component will account for 20 percent of the total points allocated. The assessed technical score must equal or exceed 60 of the total 80 points allocated to the technical evaluation to be considered technically compliant and for consideration in the financial evaluation.

The financial proposal should include all eligible costs (fees, international and field travel expenses, etc.) of the Evaluation consultants. The Evaluation consultants are also expected to work independently, and the financial proposal should include regular overhead costs relating to office space and equipment. The arrangement of necessary human resources, including research assistants, enumerators, and data entry personnel, must be well defined and costed in the proposal. Below is the allocation of points to both the technical and financial evaluation.

Table 5: Technical evaluation criteria

ITEM	TECHNICAL EVALUATION CRITERIA	MAX POINTS	OBTAINABLE
1	Overall quality of the technical proposal		20
	Demonstrated understanding of the assignment by the proposer		
	and the responsiveness of the proposal submitted to the ToR.		
2	Consultant's experience		30
	Range and depth consultant's experience in providing the		
	services mentioned in the ToR, samples, and references of		
	previous work.		
3	Proposed Methodology and Approach		30
	Quality and appropriateness of the overall approach and		
	methodology proposed to design and undertake the evaluation		
	per the criteria and key evaluation questions, including a		
	detailed work plan in line with the ToR.		
TOTAL TECHNICAL SCORE			80
TOTAL FINANCIAL SCORE			20
SUMMARY OF TECHNICAL & FINANCIAL SCORE			100

The total amount of points allocated for the financial proposal is [20]. The maximum number of points will be allotted to the lowest financial proposal that meets or exceeds theminimum required technical score of 59 out of 80 points. All other financial proposals willreceive points in inverse proportion to the lowest financial, e.g.:

Score for Financial proposal X = (Max. score for Financial proposal [20] Points) * (Price of lowest priced proposal)/(Financial proposal X)

Technical and financial proposals will be evaluated separately. Each proposal will be assessed first on its technical merits and subsequently on its financial proposal. The proposal obtaining the overall highest score after adding the technical and financial proposals scores and offering the best value for money will be recommended for the award of the contract. The duration of the technical evaluation and contracting process will be **approximately 1 month.**

During this review, UNICEF may request that clarifications be provided as part of the technical evaluation.

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

16. General Conditions: Procedures and Logistics

Policies both parties should be aware of:

Contractual issues:

- i. Evaluation consultants will enter a Contract with UNICEF; hence, all contractual obligations, procedures and processes will be to UNICEF. As per UNICEF Evaluation Policy (para 19(a)), management arrangements for each evaluation should ensure independence and impartiality. The designated Evaluation manager should not be part of the team that designed and/or managed the programme's implementation to be assessed. Thus, for this evaluation in UNICEF the evaluation shall be managed by the Research and Evaluation Specialist.
- ii. The consultants will be responsible for all support required to complete the assignment, including accommodation, meals, transportation, and tools of the trade (including computers).
- iii. UNICEF will provide office space for use during the evaluation, and UNICEF premises will be available for meetings and consultations.
- iv. No contract related activities may commence unless the contract is signed and received by both parties.
- v. The consultants will not have supervisory responsibilities or authority on UNICEF budget;
- vi. The candidates selected will be governed by and subject to UNICEF's General Terms and Conditions for individual contracts.
- vii. The consultants are not entitled to payment for overtime, weekends or public holidays, medical insurance, taxes, and any form of leave.
- viii. Travel expenses for official in-country trips, including living costs, will be covered in accordance with UNICEF's rules and tariffs, by the consultants and reimbursed against actuals, unless otherwise agreed.
- ix. Transport will be provided to the consultants during in-country field travel, if planned and approved.
- x. No travel should take place without an email travel authorization from UNICEF prior to the commencement of the journey from the duty station.
- xi. Standard UNICEF procedures will apply for invoicing and all other financial management requirements set out in the contract.
- xii. Standard penalty clauses will also apply for late and poor-quality deliverables. The supervisor of the contract will provide the consultants with the criteria for the evaluation of the quality of each deliverable.

Administrative issues:

UNICEF will regularly communicate with the Evaluation consultants and provide feedback, guidance and necessary support to achieve objectives of the work, as well as remain aware of any upcoming issues related to the performance and quality of work.

As per policy on consultants and individual contractors, the individuals will be expected to complete a list of mandatory training, including policies on Prohibiting and Combatting Fraud and Corruption, Prohibition of discrimination, harassment, sexual harassment and abuse of authority and other relevant policies for their information and acknowledgment. Before contract commencement, the consultant/individual contractor is requested to complete the applicable mandatory trainings.

There shall be regular virtual and in person (if need be) meetings with UNICEF ZCO, Social Policy, Social Protection and Research section, with a clear schedule of online meetings.

Appendices

Annex 1: Table of contents for an inception report

List of Acronyms

- 1. Introduction
- 2. Evaluation Context
- 2.1 National Context
- 2.2 UNICEF Programme in Country/Region
- 3. Evaluation Purpose
- 4. Evaluation Objectives
- 5. Evaluation Scope
- 5.1 Thematic Scope
- 5.2 Geographic Scope
- 5.3 Chronological Scope
- 6. Evaluation Framework
- 6.1 Evaluation Matrix
- 7. Methodology
- 7.1 Evaluation Approach
- 7.2 Data collection methods and tools
- 7.3 Sampling strategy
- 7.4 Data analysis and quality assurance
- 8. Dissemination and Communications Strategy
- 9. Evaluation Workplan
- 10. References
- 11. Annexes

Annex 2: Table of contents for a final evaluation report

List of Acronyms

- 1. Title page
- 2. Table of contents

- 3. Executive Summary, including the purpose of the evaluation, key findings, conclusions and
- 4. recommendations in priority order (3-4 pages)
- 5. Background/context of the evaluation, including a description of project interventions, log frame/results matrix (Theory of Change), if available
- 6. Purpose and objectives of the evaluation
- 7. Scope of the evaluation
- 8. Limitations and mitigation strategies
- 9. Evaluation criteria and key questions
- 10. Methodology (including ethical review)
- 11. Findings per criteria
- 12. Lessons learnt
- 13. Conclusions and recommendations, explicitly linked to the findings

END

ANNEX C EVALUATION CRITERIA

Table 5: Technical evaluation criteria

ITEM	TECHNICAL EVALUATION CRITERIA	MAX POINTS	OBTAINABLE
1	Overall quality of the technical proposal		20
	Demonstrated understanding of the assignment by the proposer		
	and the responsiveness of the proposal submitted to the ToR.		
2	Consultant's experience		30
	Range and depth consultant's experience in providing the		
	services mentioned in the ToR, samples, and references of		
	previous work.		
3	Proposed Methodology and Approach		30
	Quality and appropriateness of the overall approach and		
	methodology proposed to design and undertake the evaluation		
	per the criteria and key evaluation questions, including a		
	detailed work plan in line with the ToR.		
TOTAL TECHNICAL SCORE			80
TOTAL FINANCIAL SCORE			20
SUMMARY OF TECHNICAL & FINANCIAL SCORE			100

The total amount of points allocated for the financial proposal is [20]. The maximum number of points will be allotted to the lowest financial proposal that meets or exceeds theminimum required technical score of 59 out of 80 points. All other financial proposals willreceive points in inverse proportion to the lowest financial, e.g.:

Score for Financial proposal X = (Max. score for Financial proposal [20] Points) * (Price of lowest priced proposal)/(Financial proposal X)

Technical and financial proposals will be evaluated separately. Each proposal will be assessed first on its technical merits and subsequently on its financial proposal. The proposal obtaining the overall highest score after adding the technical and financial proposals scores and offering the best value for money will be recommended for the award of the contract. The duration of the technical evaluation and contracting process will be **approximately 1 month.**

During this review, UNICEF may request that clarifications be provided as part of the technical evaluation.

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

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