United Nations Children's Fund
UNICEF- Ethiopia
P.O. Box 1169
Africa Hall
ADDIS ABABA
Ethiopia

Telephone
Facsimile
Email

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2026-9205108 **24 July 2026**

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Establishment of Long-Term Agreement for Provision of Human Resource anagement, Financial Management, and Travel Arrangement of Third Party Contracted Personnel (TPCP) in Ethiopia

Bid Submission deadline : 09 September 2026 at 10 am local time

ENQUIRY CLOSING DATE:
25 August 2026 at 4 pm East African Time. All enquiries should be sent to the email ID Eth-supplyQAservices@unicef.org

BID CLOSING DATE:
09 September 2026 @ 10:00 AM EAST AFRICAN TIME

SECURED EMAIL ID FOR BID SUBMISSION
SUBMISSION OF BIDS ONLY ALLOWED THROUGH THE SECURED E-MAIL ADDRESS: Eth-tenderservices@unicef.org

Bids received after the stipulated date & time, to incorrect email IDs will be invalidated.

MODALITY OF SUBMISSION
Full proposals should be submitted in ENGLISH via the e-mail ETH-Tender goods - ETH-Tenderservices@unicef.org.

There will be a pre-bid meeting on the 25th of August 2026 @2:00PM. The link for the virtual meeting will be shared on the advertisement page on 2merkato.com and in newspapers for those who want to join.

The attachment must be titled #LIBS -2026- 9205108 (Company Name)".

Bids received after the stipulated date and time will be invalidated.

Proposals submitted in any other way will be invalidated.

Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile on the UNGM website: www.ungm.org.

You must read all the provisions of the Request for Proposal to ensure that you understand and comply with UNICEF's requirements.

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THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

_____ **Date:** _____

Yeshimebet Demeke
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : ydemeke@unicef.org

Approved By:

_____ **Date:** _____

Tsigereda Belete

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REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2026-9205108** set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: _____

Validity of Proposal: _____

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

10 Days 3.0%_____ 15 Days 2.5%_____ 20 Days 2.0%_____ 30 Days Net_____ Other_____

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management[1] have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	☐	☐
	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).	☐	☐

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

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	☐	☐
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 *(creating a shell company)*.	☐	☐
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: _____

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Item	Service Description	Quantity	Unit	Unit Price	Price
10	**Provision of HR Managment TPCP**				
	Establishment of Long-Term Agreement for Provision of Human Resource Management, Financial Management, and Travel Arrangement of Third-Party Contracted Personnel (TPCP) in Ethiopia				
	Provision of TPCP managment	1	PU		

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SPECIAL NOTES

PART I # PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

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

2. Solicitation; Long Term Arrangement

2.1 The purpose of this Request for Proposals for Services (#RFPS") is to invite proposals for Establishment of Long-Term Agreement for Provision of Human Resource Management, Financial Management, and Travel Arrangement of Third Party Contracted Personnel (TPCP) in Ethiopia as fully detailed in the Terms of Reference/Statement of Work attached at Annex B]

2.2 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) for Services (LTA-S) for the procurement of the services detailed in the RFPS and required from time to time during the term of the LTA-S. It will be a provision of such LTA-S(s), that UNICEF will not be committed to purchase any minimum quantity of these services. UNICEF shall not be liable for any cost if no purchases are made under any resulting LTA-S.

2.3 Purchases will be made against contracts to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA-S(s). Actual quantities to be purchased will vary from contract to contract.

2.4 Other United Nations Agencies, Funds and Programmes shall be entitled to place contracts under the prices and terms of the LTA-S. Contracts placed by other United Nations entities constitute a contractual agreement between the supplier and the ordering United Nations entity. UNICEF will not be a contractual party to these contracts and has therefore no obligations or liabilities for contracts not issued by UNICEF.]

2.5 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 Technical Evaluation Criteria [Annex c]
- The Financial Proposal [Annex D]

2.6 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 an LTA-S and linked contract is signed by UNICEF and the successful Proposer.

3. Term

3.1 The proposed LTA-S shall be valid for an initial period of 24 months, with a possible renewal for an additional period of 24+12 months.

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 ETH-SupplyRFQservices@unicef.org that they have received this RFPS.

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

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by EMAIL to ETH-SupplyRFQservices@unicef.org. The deadline for receipt of any questions is 25 August 2026 at 4pm.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE EMAIL STATED ABOVE # ANY PROPOSALS SENT TO THE ABOVE-NAMED EMAIL 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 on 25 August 2026 at 2 pm on a Teams meeting. Interested participants can join through the link below.

1.5 Submission Deadline. The deadline for submission of proposals is as follows:

09 September 2026 at 10am local time

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

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

2. Language

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

3. Validity of proposals; Modification and Clarifications; Withdrawal

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

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

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

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

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

4. Eligibility; Proposer Information

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

4.2 Joint Venture, Consortium or Association.

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

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

submitted along with the Proposal; and

(ii) if they are awarded the LTA-S, the designated lead entity will enter into the LTA-S 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 LTA-S to the joint venture, in the name of its designated lead entity.# The lead entity will sign the LTA-S 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 Instructions to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/resources/procurement-policies;
- Review the UNICEF policies publicly available on the UNICEF Supply website: http://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 tha

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

5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

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

5.6 Proposals must be clearly marked with the RFPS number.

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

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

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

5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any pre-submission 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 PROPSALS

1. Award

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

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

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

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

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

1.2 Proposal Evaluation Approach.

[NOTE TO UNICEF STAFF # IF USING WEIGHTED SCORING EVALUATION APPROACH INCLUDE THE MATERIAL BELOW AND DELETE THE SECTION FURTHER BELOW NAMED LOWEST-PRICE TECHNICALLY COMPLIANT PROPOSAL APPROACH]

Weighted scoring evaluation approach

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

there will be a pre-qualification requirement for the technical evaluation as per below;

§ Proof of Company should be registered in Ethiopia by the Ministry of Trade & Industry and should have a license to operate from the Ministry of Labour.
§ Proof of Evidence of 7 years of experience in the provision of HR outsourcing services

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

a) Technical Evaluation

1. Desk review of technical proposal (A) 40
2. Technical presentation evaluation (B) 30

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

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal ([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 LTA-S(s).]

The Proposals will be evaluated against the following [INSERT TECHNICAL CRITERIA - WHERE RELEVANT, ENSURE YOU STATE WHETHER OR NOT PARTIAL PROPOSALS ARE ACCEPTABLE]. UNICEF will then undertake a commercial evaluation of the Proposals.

UNICEF will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) award the LTA-S(s) to the vendor(s) providing the lowest priced technically compliant Proposal(s).]

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

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

1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the LTA-S(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 LTA-S and linked contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Services Form, each Proposer 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 LTA-S;

(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 an LTA-S 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 or cumulative volume discounts (i.e. discounts that increase as the cumulative order value increases throughout the validity of the LTA-S). 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.

Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-S.

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 (as issued in accordance with the provisions of the LTA-S) 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 each contract (as issued in accordance with the provisions of the LTA-S) that is linked to clear milestones deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Proposal shall be in US Dollars(USD). 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 LTA-S 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 LTA-S and related contracts to be executed by these specific experts. UNICEF will only consider substitutions 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 LTA-S and related contracts will not be accepted as a reason for substitution of any of the key experts.

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

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:
a. Those that were undertaken together by the joint venture; and
b. Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

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

3. Liquidated Damages

3.1 Liquidated damages. Any LTA-S(s) 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 relevant Contract for Services, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of this LTA-S and the relevant Contract for Services, 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 relevant Contract for Services. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to this LTA-S and the relevant Contract for Services."

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 Pr any of the Proposer's affiliates).

1.2 If at any time during the term of the LTA-S 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 fees, rates and charges and related pricing terms under the LTA-S 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 LTA-S and linked contract(s), 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 resultin linked contract(s). The Proposer has not and will not enter into any agreement or arrange 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 (as issued in accordance with the provisions of the LTA-S).

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 LTA-S and linked contract(s).

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 LTA-S 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 LTA-S and linked contract(s) 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 LTA-S and linked contract(s) 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 or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the LTA-S. 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 the LTA-S, UNICEF will be entitled to suspend the LTA-S and linked contract(s) for a period of time up to thirty (30) days or terminate the LTA-S and linked contract(s), 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 LTA-S and linked contract(s) it will be entitled to terminate the LTA-S and linked contract(s) 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 LTA-S and linked contract(s); and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/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 this solicitation process and/or any other solicitation process, and to terminate any LTA-S and linked contract(s) that may have been awarded as a result this solicitation process, immediately upon notice to the Proposer, without any liabi 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 an LTA-S and/or linked contract awarded in relation to this RFPS, including but not limited to the award of the LTA-S and/or linked contract and the Proposer's compliance with the provisions of 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable

cooperation with any audits or investigations carried out by UNICEF.

5. Mandatory qualification criteria

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

5.2 In order to demonstrate compliance with the criteria in sub-clause 5.1 above, a bidder shall submit along with its bid the following: -
· Its certificate of registration from the mandated public body demonstrating its registered supplier status; and
· Appropriate documentary evidence demonstrating its compliance, which shall include:
· Its trading license or equivalent;
· Its tax clearance certificate and VAT registration, and
· Any relevant professional practice certificates joint venture/ association letter agreement of international/national organization.
. Proof of Company should be registered in Ethiopia by Ministry of Trade & Industry and should have a license to operate from Ministry of Labour.
. Proof of Evidence of 7 years of experience in the provision of HR outsourcing service.

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INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

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ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

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

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

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

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

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

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

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

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

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

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

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

2.12 The Contractor confirms that it has read UNICEF's Policy on Safeguarding (as updated from time to time). The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

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

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

Indemnification

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

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

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

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

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

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

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

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

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

Liability

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

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

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

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

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

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

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

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

Data Protection and Security

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

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

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

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ANNEX A
GENERAL TERMS AND CONDITIONS

Additional Termination Rights of UNICEF

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

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

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

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

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

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

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

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

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

Force Majeure

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

7. Ethical Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Full Cooperation with Audits And Investigations

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

9. Privileges and Immunities; Settlement of Disputes

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

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

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The arbitral proceedings will be conducted in English. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

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

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

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

11. Other Provisions

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

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

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

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

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

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

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

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

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

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

Establishment of Long-Term Agreement for Provision of Human Resource Management, Financial Management, and Travel Arrangement of Third Party Contracted Personnel (TPCP) in Ethiopia

1. BACKGROUND

UNICEF Ethiopia Country Office (ECO) envisages supporting governance, strengthening social sector planning, management and monitoring, enhancing the capacities of institutions to create robust technical assistance and centres of excellence, demonstrating sustainable partnerships with Government partners, civil society organisations establishing knowledge leadership to fulfil the rights of children with special focus on the most marginalised, those vulnerable to disasters and the groups potentially excluded based on their geographic locations, occupation, economic status, disability and/or gender.

UNICEF provides technical support to the Government of Ethiopia in the areas of Health, Water/Sanitation/Hygiene (WASH), Nutrition, Child Protection, Education, Advocacy and Communication, Construction, Logistics Operations, Polio Eradication Initiative and other specialized areas where the need is jointly established in carrying out the programmes within the country,

UNICEF programs support different Government entities and provide technical assistance to various departments concerned. The changing programming environment calls for high-end technical support for accelerating the implementation of core interventions of quality. Despite progress made in some of the core interventions, there is an unfinished agenda due to disparities affecting the quality, scale, and reach of interventions. Vacancies and technical capacities of human resources within the government system is a challenge in achieving the Government's ambitions and goals. Strengthening technical capacities assists the Ethiopian government in effective planning, implementation, and monitoring of government partners and others in the implementation of the Programme activities.

The office anticipates regular recruitment of several short and long-term Technical Assistance (TA) being third party contracted personnel (TPCP) to support government partners and others in the implementation of the Programme activities. This includes technical assistance and field coordination for major initiatives, including events such as vaccination campaigns, intensive field data collection work as well as other short and long-term projects requiring additional capacity.

TPCP is an individual employed by the Contractor to undertake activities, tasks and deliverables outlined in the individual's terms of reference. TPCP are hired, contracted, and managed by the Contractor holding Long Term Agreement (LTA) with UNICEF. TPCP can have a variety of skillsets and specialties including titles depending on the nature of the requirements.

UNICEF ECO has been hiring third party contracted personnel to support projects/interventions in areas Health, Water/Sanitation/Hygiene (WASH), Nutrition, Child Protection, Education, Advocacy and Communication, Construction, Logistics Operations, Polio Eradication Initiative, Ancillary Services and other specialized areas where the need is jointly established

2. PURPOSE OF ASSIGNMENT

UNICEF would like to enter (a) non-exclusive Long-Term Agreement(s) (LTA) with multiple Companies for the provision of Human Resource Management, Financial Management, and Travel Arrangement of Third Party Contracted Personnel (TPCP) for the UNICEF Ethiopia Country Office. These services will be provided in Ethiopia at the national, regional and woreda levels, as required during the term of LTA.

For the provision of the above-mentioned arrangement(s), UNICEF will not be committed to contract any minimum quantity of these services. Contracts will be signed based on the LTA only when there is an actual requirement. UNICEF shall not be liable for any cost if no contracts are made under and resulting LTA(s).

The contractor will be responsible for hiring the proposed TPCP on their contract according to prevailing Ethiopian Laws for contracted personnel/consultants. The Contractor will provide to UNICEF their TPCP to support the implementation, monitoring, providing technical assistant to programme and for other operational interventions.

Detailed TORs for the TPCP will be provided by UNICEF and given to the selected contractor for different programme and operations areas at the time of requirement for recruitment. Contracts based on the ToR and budgets will be signed. The actual number of TPCP or consultants engaged would be subject to the programme's & operational needs and might change from time to time.

The services to be rendered by the Contractor (s) broadly include:

1. **HR Management:**
    - Contractors will provide comprehensive Human Resource Managements such as identification of qualified human resources, recruitment (advertisement, long listing, shortlisting based on the criteria set by UNICEF, administration of exams, preparation of interview reports, finalization of the selection process), contracting and onboarding, mandatory training (eg. Security, PSEA, Ethics & Integrity as per UN/UNICEF standard training modules etc), contract administration such as personnel payroll, leave management, time sheet administration, travel arrangements and payments, timely submission of work plans and monthly reports (government officials should endorse monthly reports for personnel stationed under government office) and performance appraisals. Contractor will seek list of mandatory trainings from UNICEF and ensure that their staff complete these trainings. UNICEF supervisors outlined in the specific ToR will be responsible for technical supervision of TPCP and Contractors will be responsible for Human Resource, Financial, Administrative and Logistics management of TPCP.

2. Financial Management:

- Contractors will be responsible for complete financial management of the contracted personnel.
- Contractors will be responsible to pay, manage and administer monthly subsistence allowances (set by UNICEF from time to time and specified in the ToR/Contracts), travel allowance, salary/professional fee, logistics costs and any other costs agreed with UNICEF to TPCP.
- All payments should be paid through bank transfer.
- Contractors will be responsible for management of all applicable taxes of TPCP as per applicable Ethiopian tax rules and regulations.

3. Logistics management:

- Make logistics arrangements for all travel, meetings, and trainings of TPCP.

3. MAJOR TASKS TO BE ACCOMPLISHED

1. Human Resources Management:

- **Sourcing**
  - Based on the Terms of Reference (TOR) provided by UNICEF, the contractor will source, enter a contract and deploy its TPCP through a competitive and transparent recruitment process.
  - A detailed SOP/step-by-step e.g. from request by UNICEF (TOR) to advert/recruit/select to contract issuance and TPCP' deployment will be developed and submitted by the bidder as part of the technical proposal in the methodology. A workflow depicting the process is desirable.

- **Advertisement**
  - All ToR needs to be advertised in relevant digital media in Ethiopia widely accessible by the public unless agreed by UNICEF to use already existing roaster of TPCP or exception to be agreed in writing by UNICEF.
  - During the hiring process, the contractor will ensure that the advertisements placed by the contractor in any media for contracting TPCP will not carry the UNICEF logo nor identify its association with UNICEF.
  - The contractor will also ensure that the advertisement's text does not carry any references to UNICEF.
  - All advert to carry a statement that Women & Persons with disabilities are encouraged to apply.

UNICEF has a zero-tolerance approach to sexual exploitation and abuse (SEA). The recruitment process is strictly designed to ensure that all selected candidates uphold the highest standards of personal and professional conduct. By applying, the candidate agrees to adhere to the organization's Code of Conduct and PSEA policies, including mandatory background checks and vetting procedures

- **Screening and Assessments**
  - The contractor will receive all applications and screen (shortlist) the CVs of applicants as per pre-determined qualification criteria mentioned in the individual TORs shared by UNICEF. The Contractor will ensure impartiality, confidentiality and actual/perceived conflict of interest during the recruitment process.
  - The contractor will conduct interviews of the shortlisted applicants together with UNICEF focal point.
  - Interviews shall be conducted either through face-to-face, telephonically or electronically (Zoom, Teams, VC, Viber, etc.).
  - All costs relating to administrative and logistics arrangements during the hiring process will be managed and borne by the contractor as per their policy.
  - The Contractor will ensure that all TPCP being hired by the contractor are in line with the programmatic/operational needs and Terms of Reference, as specified in various contracts between UNICEF and the contractor.
  - Contractor should not contract any TPCP outside the scope of the ToR & contract agreed between UNICEF and Contractor. For any clarifications, Contractor should reach out to the Contracts Officer in Supply and Logistics Section.re
  - The contractor will seek endorsement from UNICEF technical supervisor of contract before signing contracts with TPCP. Contractor should undertake thorough reference check of the recommended TPCP before contracting them.
  - UNICEF technical supervisor of contract reserves the right to direct the contractor to discontinue the contracts of the TPCP based on the programmatic or operational needs.

- UNICEF technical supervisor will provide 7 days advance notice to the Contractor to process such discontinuation of contracts. The notice period as per Ethiopian law should be clearly specified in the TPCP contracts. (As of May 2026, for ancillary services 30 days and for technical consultants 15 days).
- If written test is to be administered, then UNICEF will prepare and provide the questions based on programmatic or operational requirements. Interview questions will be jointly prepared by UNICEF and Contractor.

- **Rules & Regulations**
  - All TPCP will be contracted by the Contractors according to Ethiopian Labor Laws as applicable.
  - Contractor will ensure that TPCP are not in the published ineligible individual list of UN, WB, ADB and EU.

- **TPCP Contracts**
  - The contractor shall ensure that all TPCP or technical consultants have valid contracts. These contracts adhere to the contractor's internal policy and the statutory labour and legal requirements, and policies of Ethiopia Government.
  - The contractor should ensure all the technical assistants who have duty station in the government office should submit monthly reported endorsed and stamped by respective government officials
  - Contractor will ensure that all TPCT will sign the Code of Conduct form that will be provided by UNICEF. Contractor will undertake onboarding, **Mandatory** training (eg. Security, PSEA, Ethics & Integrity as per UN/UNICEF standard training modules etc and monitor.
  - The contractor's contract with its TPCP should not contain any reference to UNICEF and should not refer to or imply UNICEF as the principal employer of the TPCP.
  - The TPCP selected for work under this contract by the contractor will be reliable individuals who will perform effectively in the implementation, respect the local customs, and conform to a high standard of moral and ethical code of conduct.
  - The contractor will immediately, upon written notice from UNICEF, replace any TPCP whose performance is unsatisfactory or whose behaviour or conduct is shown to be undesirable (e.g. theft, fraud, harassment etc.) or a threat to the satisfactory operation of the project activities. Such written notice will detail the exact nature of the undesirable behaviour and/or conduct and shall be addressed to the Contractor in writing.
  - While terminating the contracts of its TPCP, the contractor shall ensure that the terms and conditions of the contract between the TPCP and the contractor, all relevant laws and rules and regulations of the Government of Ethiopia are adhered to.
  - Contractor should ensure that TPCP contracts have a clause that if the contract is being terminated on account of misconduct no notice period will be applicable.
  - In case of any alleged misconduct, the contracting company must inform UNICEF immediately. If the allegation relates to sexual exploitation and abuse, the matter must be reported without delay and handled in line with UNICEF's procedures, ensuring confidentiality, survivor-centred principles, and due process.
  - A thorough investigation should be conducted. If the allegation is substantiated, appropriate administrative and disciplinary measures must be taken, including removal of the individual from UNICEF-related activities and possible exclusion from future engagement, as applicable.
  - Victim/survivor assistance must be provided immediately. This should be arranged by the contracting company in consultation with UNICEF, ensuring timely, safe, confidential, and survivor-centred support.

- **TPCP Contract Renewal**
  - Upon completion of a positive performance evaluation before the end of the contract, the relevant UNICEF technical supervisor of the contract will complete and submit to the contractor a "Request for Renewal".
  - The request, together with the positive performance evaluation will be work flowed to the contractor who processes the request and will be responsible for renewing the contract of TPCP.
  - The contractor shall extend the employment of TPCP only upon receipt of a positive performance evaluation, request from UNICEF and a **valid signed contract between the Contractor and UNICEF.**
  - **No TPCP contract should be signed or extended without a valid signed contract between the Contractor and UNICEF.**
  - If contracts are extended or payments are made by Contractor without a valid signed contract with UNICEF, contractor will be fully liable on all accounts of this action.
  - Contract extension of government based technical assistants should be made upon receiving official request letter of extension together with their performance evaluation report

- **TPCP Contract Termination**
  - UNICEF will ensure that as a minimum, the contractor provides an advance notice of at least one month to the concerned TPCP in cases of non-renewal/early termination.
  - Disciplinary issues and non-attendance: The above notice does not apply for disciplinary termination requiring immediate termination. In case any TPCP fails to report to work for a continuous period of 3 days without giving prior notice to UNICEF either through his/her employer (i.e., the contractor) or by himself/herself, UNICEF shall consider that the TPCP are no longer available to support UNICEF's work.
  - Accordingly, UNICEF will take actions to inform the contractor to discontinue the services of the TPCP (who failed to notify the company or UNICEF of his/her absence) whereas the contractor will provide the backup candidate to fill in the position.

- **Professional Fee, Allowances and Taxes**
  - All TPCP will be paid by the contractor upon satisfactory completion of the deliverables outlined in the ToR every month. UNICEF shall ensure that the terms and conditions of their employment include payment of fees and any other allowance as stipulated in the TPCP scope of work.
  - The contractor will establish the applicable tax liabilities of the TPCP hired by the Contractor. The professional fees for TPCP indicated in the TOR shared by UNICEF will be an all-inclusive fee.
  - No separate provisions will be made for any equipment, communication charges, local travel in the duty station, tax liability etc. of the TPCP. For any travel outside the duty station, the TPCP will be entitled to reimbursement of the travel cost and per diems/allowances subject to approval by UNICEF.
  - The contractor shall orient its TPCP on tax liabilities and ensure that there is a clause in TPCP contract that they are liable to pay taxes as per Afghanistan tax rules and regulations.
  - The contractor will be fully responsible for their insurance etc. while on travel or otherwise and shall pay the travel allowance to personnel after receiving the approval from UNICEF which will specify the exact number of days spent outside the duty station or travelled.
  - The contractor shall ensure timely monthly disbursement of the salary to TPCP is done by Bank Transfer.
  - The salaries and allowances to the TPCP will be paid in Ethiopian Birr or United States Dollar as agreed.

- **Insurance – Health, Death, and Disability**
  - The contractor shall ensure that TPCP have insurance coverage for the Medical Insurance and Accident, Death, Health, Disability through reputable local insurance provider(s).

- For ancillary TPCP the medical insurance is mandatory. For other TPCP only insurance for Accidental Death to be covered and for other types it would be provided on a case-by-case basis as agreed by UNICEF.
- The contractor is required to provide, facilitate, and administer (from initiation to final claim payment) the insurance policies for TPCP.
- The contractor shall provide UNICEF with proof of the insurance as stated above as and when requested.
- The details of such policies, including the coverage, insurance premium, etc., need to be detailed in the technical and financial proposal.
- The Contractor shall also orient its TPCP on the insurance policy and claim procedures.
- The cost for the premium for the insurance policies will be reimbursed at actuals by UNICEF.

Benefits of the Policy (Applicable only for Ancillary Staff)

- Death – Five years' Salary
- Permanent total disablement – as per the scale of the disability percentage stated in the policy applied on the death benefit limit.
- Temporary total disablement – monthly salary up to 52 weeks
- Medical Expenses – Illness Extn. Birr 100,000.00
- Medical Expenses due to GPA up to Birr 3,000.00
- Medical Expenses – Dental Birr 20,000.00
- Medical Expenses – Eye Glass & Frame Birr 20,000.00
- Medical Expenses – Maternity Birr 50,000.00

- **Induction and Training**
  - Upon recruitment, all TPCP will attend an induction session organized by contractor. The session will include PSEA; Roles and Responsibilities of the Personnel; Code of Conduct and Ethical Behaviour; Reporting Lines; Reporting Tools & Systems; Administrative Issues, any other technical trainings as required to perform the assigned activities in the ToR of TPCP. All TPCP should take the Agora mandatory trainings on PSEA, Ethics etc.

- **Working Hours and Public Holidays**
  - Contractor will be responsible for leave management and administration of TPCP as per Ethiopian Government regulations.
  - TPCP will observe public holidays as per the rules & notification of Ethiopian Government. The working hours of the TPCP will be as per UNICEF or as per there place of deputation in Government partner.

- **Reporting Fraud**
  - Any case of fraud by an TPCP should be reported directly and immediately by the contractor to the attention of Technical Supervisor of Contract and Chief of Supply and Logistics in UNICEF.

- **Conflict of Interest**

UNICEF expects that the contractor and the personnel they contract **declare any potential conflicts of interest** which may affect their ability to conduct neutral and independent facilitation on behalf of the Organization. Such conflicts of interest may include, but are not limited to:

- Financial affiliation with an organization/vendor with whom UNICEF has a partnership or is looking to establish a partnership or contract.

- Family affiliation with an organization/vendor with whom UNICEF has a partnership or is looking to establish a partnership or a contract.
- Political affiliation with an organization /vendor with whom UNICEF has a partnership or is looking to establish a partnership or contract.
- Business interests in a community, organization and/or vendor where a UNICEF partner is delivering a programme.

In such a scenario, or in a similar scenario, the TPCP will be expected to declare the conflict of interest to the Contractor who will inform and advise UNICEF. Declaration of a conflict of interest will not be viewed negatively but will be considered in the programming of activities, and where possible the contractor will be requested to deploy personnel who do not have a conflict of interest in the specific location/programme/community or with the vendor.

Failure to declare a conflict of interest may lead to a review of the deliverables expected from the personnel and/ or possible termination of contract.

- **Safety and Security**
  - Contractor will take adequate measures for the safety and security of TPCP.
  - In the event of any untoward security incident, the contractor will be responsible for doing all the necessary tasks including making efforts to ensure the safety of personnel and fulfil the relevant requirements as required by Ethiopian Law.

- **Database**
  - The contractor will maintain an updated database of all its TPCP including but not limited to the duration of contracts, start & end dates, value, purpose, deployment in the programme, leave records, insurance details etc. The updated database should be reported to UNICEF on monthly basis.
  - The contractor will maintain an active roster and database of prospective TPCP. The details of this task need to be elaborated under the sourcing strategy to be explained in the technical proposal.
  - The contractor shall keep the confidentiality of the database information. Failure in keeping confidentiality of the database information may lead to the negative performance of the contractor.
  - Contractor will provide a monthly reconciliation report of the contracts issued by UNICEF, number of TPCP stated to be hired in the contracts and the actual number of TPCP hired by the Contractor. If there are any differences, Contractor will bring it to the attention of UNICEF and have the differences rectified to align with the Contractor and Actual deployment.
  - By 10th of every month contractor will provide a list of all TPCP personnel to UNICEF Contracts Officer.

- **Documentation**
  - The Contractor shall be responsible to maintain record of all the documentation for this assignment such as personal files of its TPCP (CVs, ToRs, signed contract, attendance records, leave records, medical records, insurance, deliverable/reports etc.).
  - Contractor for a period of 10 years will maintain all records pertaining to the TPCP and the contract issued by UNICEF from time to time for hiring TPCP.
  - The Contractor should also maintain record of technical/progress reports submitted by TPCP along with the invoice for payment.

II). Financial Management:

- **Accounting**

- The contractor will maintain the accounts under this contract based on generally accepted accounting principles. Accounts should be maintained in computerised standard accounting software such as tally or a similar approved package.
- The contractor will maintain proper records and documentation of funds received and disbursed under the contract. Contractor should produce all records to UNICEF as and when requested.
- On the last day of each month, the contractor will submit the Invoice to UNICEF for each programme section separately based on the contract signed between the Contractor and UNICEF. Supporting documents such as verified and approved attendance record and payslip to TPCP should attach to the invoice.
- UNICEF will ensure that all contractor invoices are paid within 30 days of receipt of the correct invoice.
- The contractor will pay the TPCP by 1st week of the subsequent month – latest by 7th of each month. These payments will be made based on the certification of reports and/or approved attendance record by UNICEF technical supervisor of the contract stating that the TPCP has completed the tasks assigned during the month.
- The certificate will be approved by the UNICEF technical supervisor of the contract based on the monthly progress report submitted to him/her by TPCP.
- TPCP should submit the reports, if applicable, to the UNICEF technical supervisor of the contract with a copy to the Contractor.
- The contractor will ensure that payment slips are issued to its TPCP for all the payments made. Original of same is maintained in contractor records and copy is provided along with the invoice for reimbursement.
- The contractor will ensure that all financial records are available for Audit/review by UNICEF/UNICEF appointed agency as and when required by UNICEF for a period of 10 years.

- **Deduction of excess or wrong payments:**
  - Any excess or wrong payments made by the contractor and billed to UNICEF will be recovered from the Contractor by UNICEF against any of there invoice.

IV) TRAVEL MANAGEMENT

- Contractor will make all travel arrangements for air travel for TPCP.
- If travel is foreseen in the ToR, Contractor will prepare a monthly travel plan and have it approved by UNICEF technical supervisor of the contract.
- Contractor will also maintain records and overviews of the bookings and actual travel made by the TPCP.

V) TAXES

- Contractor will be responsible for deducting applicable taxes from TPCP as per Ethiopian law and transfer them to Ethiopian tax authorities. It will be the sole responsibility of Contractor for deducting and depositing applicable taxes.
- Contractor will be solely liable for any non-compliance on tax deducted at source and depositing the applicable taxes to the tax authorities.

4. DELIVERABLES AND DEADLINES

- All human resources are deployed and managed as per the Contract to be signed with UNICEF based on the specific ToRs and deliverables.

- All TPCP should be recruited and managed based on the LTA signed between UNICEF and the Contractor.
- A Service Level Agreement outlining the timelines and detailed tasks will be prepared by the Contractor and UNICEF and will be agreed after the signing of the LTA.

5. DUTY STATION

TPCP will be deployed in all regions of Ethiopia. Eligible Contractors should be registered locally in Ethiopia and should be able to operate in all regions following federal & regional labor laws.

6. CONTRACT/PROJECT MANAGEMENT

The Long-Term Arrangement (LTA) will be managed by UNICEF Supply & Logistics Section. The Contract Manager, being UNICEF programme or operational staff, will be responsible for individual contract management, payment, monitoring and evaluation.

7. OFFICIAL TRAVEL INVOLVED (ITINERARY AND DURATION)

No travel is envisaged for the contractor. The details of the travel for the TPCP, if any, will be mentioned in the individual TORs to be provided by UNICEF when required.

8. ESTIMATED DURATION OF CONTRACT

The Long-Term Arrangement will be established for 2 years with possible extension for another 2+1 years subject to the requirement and satisfactory performance.

9. CONTRACTING MODALITY

- The Long-Term Agreement will be non-exclusive, and UNICEF reserves the right to contract other parties as and when it deems appropriate. UNICEF reserves the right to issue an LTA per profile or per location or in whole.
- UNICEF shall not be committed to contract any minimum quantity of services. A contract will be made only when there is an actual requirement. UNICEF shall not be liable for any cost if no purchases are made under any resulting LTA(s).
- Based on UNICEF's requirements through TOR, the contractor enters its own contracting arrangements directly with the TPCP.
- UNICEF does not have any direct or indirect responsibility towards these TPCP or and their legal heirs.
- UNICEF assigned Contract Manager being the technical supervisor of each contract will be responsible for the day-to-day management of the contractor and will act as the UNICEF focal point (point of contact) for all issues related to the management of the contract.
- For all intents and purposes, the TPCP are the employees or sub-contractors of the contractor. As such they will be managed by the contractor in accordance with its terms and conditions of employment.
- The contractor will facilitate an ID card with the personnel's position & their contractual status with the contractor. The ID card will still identify the personnel as employee of the contractor.

10. REPORTING REQUIREMENTS OF CONTRACTOR/MEETINGS

1. Monthly report of all TPCP deployed through various contracts and status.
2. Monthly invoice submission with all required documentation.
3. A quarterly performance review meeting would be conducted by UNICEF and Contractor

a. All issues of performance, concerns and suggestions for improvement/corrective actions would be agreed and communicated to the contractor within one week of the quarterly review meeting.
b. UNICEF focal person would be responsible to ensure that the concerns, suggestions for improvement/corrective actions suggested are implemented forthwith.
c. Failure of the contractor to make amends in the light of the quarterly review meeting recommendations would have impact on continuity of the LTA.

11. QUALIFICATIONS, EXPERIENCE & COMPETENCIES REQUIRED FOR THE ASSIGNMENT

- **Contractor Qualifications:**
  - This bid is open only for Ethiopian companies registered in Ethiopia.
  - Interested companies should have at least 7 years' experience handling similar projects, preferably in the human resource management in development or other sectors.
  - Company should be registered in Ethiopia by Ministry of Trade & Industry and should have license to operate from Ministry of Labour.
  - Company should have capacity to manage large number of personnel and cash flow to handle disbursements of large sums of money.
  - Company should have qualified and skilled staff to handle the day-to-day requirements, whose minimum qualification should be graduate with specialisation in HR, Finance and general administration.
  - Company should have capacity and reach to operate in remote locations including all regions in Ethiopia.
  - Having established working relations with the Ministry of Health and proven experience in implementing health-sector projects in collaboration with the Ministry would be an advantage.
  - Government-affiliated institutions, public universities, research institutes, and other eligible public entities with demonstrated technical expertise in human resource management are encouraged to apply.

- **Team member qualifications:**
  - Account manager should have postgraduate university degree in project management with specialization in HR, Finance or Administration or its equivalent with 10 years of experience.
  - Senior staff should be a graduate degree with at least 7 years of experience in project management, HR or related field.
  - Junior staff may be graduates or secondary education with relevant experience preferably supplemented by technical or university courses with at least 5 years of experience.
  - Proposed team member should have relevant work experience with government, international organizations, or private entities.
  - Project staff should have operational knowledge of various ICT applications (Excel, Word, Outlook, PowerPoint and Adobe Photoshop or other relevant publishing software).
  - All team members must be fluent in English.
  - It is up to the Contractor to propose a team with sufficient capacity, numbers, positions to manage this project. Proposed team should consist of key positions Sr. Account Manager, HR Manager, Finance Manager etc.

13. TECHNICAL AND FINANCIAL EVALUATION CRITERIA (*WITH WEIGHTS/SCORES FOR EACH CRITERIA)*

SUSTAINABLE PROCUREMENT: UNICEF Ethiopia is committed to making a measurable contribution to the Sustainable Development Goals by 2030 through practicing sustainable procurement. UNICEF

Ethiopia seeks to adopt a sustainable approach, incrementally and progressively, for procurement activities to address broader environmental, economic and social issues with suppliers and vendors.

What is Sustainable Procurement? Procurement is called sustainable when it integrates requirements, specifications and criteria that are compatible and in favor of the protection of the environment, social progress and in support of economic development, namely by seeking resource efficiency, improving the quality of products and services and ultimately optimizing costs. To this end, UNICEF published its Procedure on Sustainable Procurement.

Evaluation Criteria

CATEGORY	MAX. POINTS	MIN. POINTS
▪ Proof of Company should be registered in Ethiopia by Ministry of Trade & Industry and should have a license to operate from Ministry of Labour. ▪ Proof of Evidence of 7 years of experience in the provision of HR outsourcing service	Pass/ Fail	
1. OVERALL RESPONSE Understanding of scope and objectives of the requirement. To what degree does the offer understand the tasks. Have the important aspects of the task been addressed in sufficient detail?	(5)	
2. METHODOLOGY Proposed methodology –how suitable, efficient, and effective is the proposed approach and methodology in addressing the ToR requirements. Are there elaborate suggested methods/techniques to meet the objectives of the Terms of Reference. How is the quality of proposed implementation plan, i.e., how the bidder will undertake each task, is/are person/s assigned for each task, quality assurance mechanisms for this assignment, and time-schedules for implementation (SOPs, reporting templates, etc.). Risk assessment –recognition of the risks/peripheral problems and methods to prevent and manage risks/peripheral problems.	(15)	
3. PROPOSED TEAM and ORGANISATIONAL CAPACITY • Team leader - Relevant experience, qualifications and time proposed for the assignment. • Team members - Relevant experience, skills and competencies, role assigned to the team members and time to be spent.	(10)	

• Organization of the team and roles and responsibilities; Participation and roles of relevant subject specialists/experts on the team. • Financial Turnover - Company should have an annual gross turnover of at least US$ 1 million or or equivalent in the last two audited financial year. • Government-affiliated institutions, public universities, research institutes, and other eligible public entities with demonstrated technical expertise in human resource management		
ROPOSED SERVICE LEVEL ARRANGEMENT (SLA) • Proposal for time line, KPIs for recruitment, payment etc.	(5)	
4. PROPOSED SUSTAINABLE PROCUREMENT Measures oes the organization have own policies with gender balance consideration in internal recruitment? • Organization policies adequately address the issues related to gender discrimination, sexual exploitation, Abuse harassment etc. • Does the organization policies promote the local economic development through hiring and placement of consultants from the local areas, partnership, hiring services/supplies of self-help groups for the events etc. • Does the organizational policies, methodology and implementation plan adequately address the environment issues like- Hiring of taxis with low emission of carbon fuel, digitalize work to reduce carbon footprints, limited use of battery/ generators, cartridges, papers, plastic bottles, pen-drive etc.	(5)	
TTEN TECHNICAL PROPOSAL imum score provided for written technical proposal is 40 points. Bidder(s) received 28 or more points will be considered further for the Technical Presentation.	**40[A]**	**28**
ECHNICAL PRESENTATION • Understanding the overall project and responsibilities • Clarity in defining role of Contractor in terms of Human resource, Finance and logistics. • Internal control mechanism and adequate human resources for managing the project. • Financial capacity and method to manage timely payment/disbursement. • Capacity to address transition related capacity development and methodology. vations /or use of technology for smooth management.	30	21
HNICAL PRESENTATION	**30[B]**	**21**

imum score provided for technical presentation is 30 points. Bidder(s) received 21 or more points will be considered as technically responsive for further financial opening and evaluation.		
INANCIAL PROPOSAL - PRICE arks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.	**30[C]**	**N/A**
TOTAL MARKS	**100**	

The technical proposal submitted by the contractor shall detail the workflow processes for human resources and financial and travel management. The contractor shall ensure appropriate team capacity to deliver the above services per the proposed and agreed service level timelines.

The evaluation will be conducted in 3 stage as per below:

- Stage 1: Evaluation of desk review of technical proposal with maximum score provided is 40 points. Bidder(s) receiving 28 or more points will be considered further for the Technical Presentation.
- Stage 2: Evaluation of Technical presentation with maximum score provided is 30 points. Bidder(s) receiving 21 or more points will be considered as technically responsive for the next stage being financial proposal opening and evaluation.
- Stage 3: Financial proposal will have a maximum 30 points. Lowest priced proposal with get 30 points and the other proposals will get scores in inverse proportion to the lowest priced proposal.

S. No.	Evaluation Criteria	Maximum Score	Minimum passing Score
1.	Desk review of technical proposal (A)	40	28
2.	Technical presentation evaluation (B)	30	21
3	Financial proposal evaluation (C)	30	
TOTAL (Technical + Financial A+B+C)		**100**	

Financial Proposal

Financial Response Template	
Cost Percentage	
Management Fee (%)	.....
* The Contractor shall quote for an all-inclusive management fee. * Flat management fees to be quoted, which will apply on total value of contracts with TPCP. * Management fees should cover all related costs and markup of the contractor. * No additional cost will be paid by UNICEF. * UNICEF will not accept any supplementary claims. * All contracts between UNICEF and Contractor for hiring TPCP will be signed in US$. Contractor will make payments to TPCP in ETB based on the UN exchange rate applicable on the date of the payment. * It is responsibility of the contractor that all transactions done by them and to the TPCP should be fully compliant with local laws and regulations in Ethiopia. * Cost of insurance policy is excluded and will be reimbursed at actuals.	

14. PROPOSAL MANDATORY MINIMUM REQUIREMENT

- Technical proposals should contain at the minimum; the following information:
- Profile of the organization.
- Understanding of UNICEF requirements and value propositions of the bidder demonstrating capacity that meets/exceeds UNICEF requirements.
- Previous experience in implementing similar assignments (Name and contact of clients, no of clients, value of contracts and number of technical assistance/resources deployed for those clients)
- HR recruitment policy of the organization, the approach and methodology, sample reports for similar assignment.
- The Proposers should provide all possible SLAs and KPIs as part of their technical proposal being specified in their methodology.
- Proposed list of team members, resources to the deployed for the project.
- Possible risks and mitigation measures.
- Supplier assumptions for the project.

15. PAYMENT SCHEDULE

- Monthly invoices will be raised by the contractor and will be submitted to the focal point specified in the contracts.
- On fulfilment of the delivery terms and receipt of the invoice with complete documentation, UNICEF will make payment within 30 days of receipt of the Contractor's invoice for the services rendered.
- UNICEF shall promptly notify the Contractor of any dispute or discrepancy in the content or form of the invoice. The value of such disputed items as per the Contract shall be deducted from the invoices(s) in which they appear, and the balance will be processed for payment.
- UNICEF and Contractors shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof.

16. PROGRAMME AREA AND SPECIFIC PROJECT AREA

The following country programme area will benefit from the services of this contractor such as Health; Nutrition; Water Sanitation & Hygiene (WASH); Education; Child Protection; Social Policy and Evaluation Research; Social and Behavioral Change (SBC) and Gender; Emergency and Field coordination office; Programme Planning, Monitoring and Data; Communication; Construction and Operations.

17. ESTIMATED COST OF CONSULTANCY

Approximately throughput for these services per year is USD 10 million. This estimate includes consultancy fee including the professional fee, management fee and other expenses related to DSA and Transport. Please note that this is only an estimate based on previous experience in drawing such services but not a commitment.

18. RISK MITIGATION MEASURES

Assessment of contractual risk

1. The contractor fails to perform as per the agreed contract deliverables.

2. The contractor becomes insolvent.
3. The contractor fails to submit the required documentation for billing.
4. The contractor deviates from the agreed work plan.
5. Limited availability of high-quality skills to perform as per UNICEF standards.

Proposed risk response

1. Strengthen performance review and quality assurance as per agreement with the Contractor.
2. All payments are subject to satisfactory performance of the contractor, to be certified by UNICEF focal point. In case of contractor's insolvency, the contract will be terminated.
3. Proper documentation and filing system should be developed and managed by the contractor and provide UNICEF an access for keeping the copy.
4. In case the contractor deviates from the plan without written approval from UNICEF, a deduction of 10% of the value of the contract shall be made by UNICEF.
5. Develop a clear strategy to mobilize and attract high-quality individuals.

ANNEX C - Evaluation Criteria

CATEGORY	MAX. POINTS	MIN. POINTS
- Proof of Company should be registered in Ethiopia by Ministry of Trade & Industry and should have a license to operate from Ministry of Labour. - Proof of Evidence of 7 years of experience in the provision of HR outsourcing service	Pass/ Fail	
1. OVERALL RESPONSE Understanding of scope and objectives of the requirement. To what degree does the offer understand the tasks. Have the important aspects of the task been addressed in sufficient detail?	(5)	
2. METHODOLOGY Proposed methodology – how suitable, efficient, and effective is the proposed approach and methodology in addressing the ToR requirements. Are there elaborate suggested methods/techniques to meet the objectives of the Terms of Reference. How is the quality of proposed implementation plan, i.e., how the bidder will undertake each task, is/are person/s assigned for each task, quality assurance mechanisms for this assignment, and time-schedules for implementation (SOPs, reporting templates, etc.). Risk assessment – recognition of the risks/peripheral problems and methods to prevent and manage risks/peripheral problems.	(15)	
3. PROPOSED TEAM and ORGANISATIONAL CAPACITY • Team leader - Relevant experience, qualifications and time proposed for the assignment. • Team members - Relevant experience, skills and competencies, role assigned to the team members and time to be spent. • Organization of the team and roles and responsibilities; Participation and roles of relevant subject specialists/experts on the team. • Financial Turnover - Company should have an annual gross turnover of at least US$ 1 million or or equivalent in the last two audited financial year. • Government-affiliated institutions, public universities, research institutes, and other eligible public entities with demonstrated technical expertise in human resource management	(10)	
ROPOSED SERVICE LEVEL ARRANGEMENT (SLA) • Proposal for time line, KPIs for recruitment, payment etc.	(5)	

4. PROPOSED SUSTAINABLE PROCUREMENT Measures)es the organization have own policies with gender balance consideration in internal recruitment? • Organization policies adequately address the issues related to gender discrimination, sexual exploitation, Abuse harassment etc. • Does the organization policies promote the local economic development through hiring and placement of consultants from the local areas, partnership, hiring services/supplies of self-help groups for the events etc. • Does the organizational policies, methodology and implementation plan adequately address the environment issues like- Hiring of taxis with low emission of carbon fuel, digitalize work to reduce carbon footprints, limited use of battery/ generators, cartridges, papers, plastic bottles, pen-drive etc.	(5)	
WRITTEN TECHNICAL PROPOSAL Maximum score provided for written technical proposal is 40 points. Bidder(s) received 28 or more points will be considered further for the Technical Presentation.	**40[A]**	**28**
ECHNICAL PRESENTATION • Understanding the overall project and responsibilities • Clarity in defining role of Contractor in terms of Human resource, Finance and logistics. • Internal control mechanism and adequate human resources for managing the project. • Financial capacity and method to manage timely payment/disbursement. • Capacity to address transition related capacity development and methodology. vations /or use of technology for smooth management.	30	21
TECHNICAL PRESENTATION Maximum score provided for technical presentation is 30 points. Bidder(s) received 21 or more points will be considered as technically responsive for further financial opening and evaluation.	**30[B]**	**21**
INANCIAL PROPOSAL - PRICE arks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.	**30C**	**N/A**
TOTAL	**100**	

Annex D : Financial Proposal

Financial Response Template	
Cost Percentage	
Management Fee (%)	.....

* The Contractor shall quote for an all-inclusive management fee.
* Flat management fees to be quoted, which will apply on total value of contracts with TPCP.
* Management fees should cover all related costs and markup of the contractor.
* No additional cost will be paid by UNICEF.
* UNICEF will not accept any supplementary claims.
* All contracts between UNICEF and Contractor for hiring TPCP will be signed in US$. Contractor will make payments to TPCP in ETB based on the UN exchange rate applicable on the date of the payment.
* It is responsibility of the contractor that all transactions done by them and to the TPCP should be fully compliant with local laws and regulations in Ethiopia.
* Cost of insurance policy is excluded and will be reimbursed at actuals.