

REQUEST FOR PROPOSAL

LRFP-2014-9112568

11 June 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

EVALUATION OF THE UNICEF-GOVERNMENT OF JORDAN COOPERATION PROGRAMME
ON **Support to the Emergency Education Response for Displaced Syrian
Children and host communities in Jordan**## April 2012- July 2014

UNICEF MENARO
Attention: BID UNIT
E MAIL: menarobids@unicef.org (secure email)

IMPORTANT - ESSENTIAL INFORMATION

The reference **LRFP-2014-9112568** must be shown on the e mail

The Request for Proposal for Services form must be used when replying to this invitation. You are welcome to enclose your own specifications, if necessary.

Proposals must be received **by latest 12 Noon (Amman time) on 09 July 2014** and will be opened at 13:00 (Amman time) on 09 July 2014. Request for Proposal for Services received after the stipulated date and time will be invalidated.

Request for Proposal for Services must be emailed to **menarobids@unicef.org** ONLY. Request for Proposal for Services emailed to other addresses will be invalidated, even if received before the stipulated deadline.

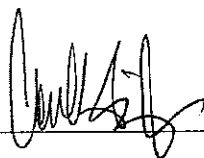
It is important that you read all the provisions of the Request for Proposal for Services to ensure that you understand and comply with the UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal.

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Dina Hakim
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : dhakim@unicef.org

Verified By:



Laura Siegrist



BID FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2014-9112568** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____

Other Trade Discounts _____

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SCHEDULE NO: 1 EVALUATION

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1. BACKGROUND

A small middle-income country with a significant level of unemployment (13%), Jordan continues to show tolerance and hospitality to a large refugee and asylum-seeker population. The GoJ has expressed and reaffirmed its willingness to maintain its borders open and its policy of non-refoulement vis-à-vis refugees from Syria seeking protection in the country. Since the beginning of the influx, refugees have received multi-sectoral humanitarian assistance upon arrival, including from International and local NGOs and community-based organizations (CBO). While agencies endeavor to maintain and strengthen levels of assistance for the scattered urban refugees living alongside their Jordanian peers, they also need to deploy significant resources to ensure essential services and assistance for refugees in Za#atari and EJC camps, as well as at the new camp, established near Azraq, which opened at the end of April 2014.

The education needs of Syrian refugee children in Jordan have intensified over the course of 2012 and early 2013, and the increasing number of Syrian refugees in Jordan has placed greater pressure on Jordan#s public education system, which is already strained due to a struggling economic climate in Jordan. As of April 2014, there are roughly 210,000 school-aged Syrian refugee children in Jordan, of which 145,000 children are at the right age and eligible for formal education according to the Jordanian law. The number of Syrian children registered in public schools in host communities increased significantly reaching nearly 110,000 refugee children enrolled in school (85,000 in host communities and some 22,000 in camps as of April 2014). Nevertheless, nearly 35,000 children are still out of school, and the majority of these children reside in host communities. UNICEF is working with MoE to expand classroom capacities of host community schools, and facilitate integration of refugee students into the formal school system.

The Emergency Education Response Programme, implemented by UNICEF and its partners, including the Government of Jordan (GOJ) for the period April 2012 # July 2014 aims to contribute to safe and appropriate services for vulnerable Syrians living in Jordan, and more specifically to ensure access to free formal education and other relevant education services along with children in host communities. The detailed programme design can be found in the ##Support to the Emergency Education Response for Displaced Syrian Children and host communities in Jordan## Proposal document which covers the period April 2012 # July 2014. The document will be shared with the consultancy firm selected for this assignment. The programme was funded by multiple donors, more details will be provided in annex. An independent evaluation at the end of the Programme period was planned as part of the programme proposal; other UNICEF sectoral evaluations (WASH and Psychosocial support) are also scheduled to take place in 2014.

In addition, UNICEF is working with partners in camps and host communities to create alternative education pathways for some 62,000 children who are overage and need to be reach through alternative means, because they have been out of school for more than three years or that were already out of school in Syria. As of April 2014, over 10,000 children are currently being assisted through alternative education pathways.

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The expected results of the Programme ##Support to the Emergency Education Response for Displaced Syrian Children and host communities in Jordan##are:

1. Vulnerable school aged children access formal education opportunities and receive psychosocial support at schools in urban and camp settings;
2. Children excluded from formal education opportunities access alternative learning activities at the community level and in camp settings;
3. Effective monitoring and evaluation system established in collaboration with the MoE to monitor progress towards Educational and learning activities.

The Programme has been implemented in Jordan through agreements between UNICEF, the Ministry of Planning and Cooperation (MoPIC), the Ministry of Education (MoE), donors and identified NGOs. UNICEF Education Officers are responsible for managing programme planning and implementation, as well as providing technical support, capacity building, and monitoring the timely and quality of results and achievements.

Programme achievement, challenges and the way forward were discussed at the Annual Reviews of UNICEF#s Education Section and Country Office, regular meetings with donor, Government and NGO counterparts throughout the Programme period. In-depth analysis of results and achievements is available in Annual reports and Emergency Response progress reports at country and regional level Documentation of these reviews will be made available to the evaluation team.

2. EVALUATION PURPOSE

The purpose of the evaluation is to generate substantive evidence-based knowledge on Emergency Education Response programme by identifying good practices and lessons learned that would strengthen on-going and set the future agenda for Emergency Education Response programmes.

The primary users of the evaluation are Government of Jordan, UNICEF, UNICEF implementing partners, MoE, other UN agencies, donor community (EU and others) and other local and development partners, such as members of the Education Sector Working group (ESWG). The evaluation findings and recommendations will be used to influence the relevant policies and advocate for leveraging of resources for relevant, targeted and effective Emergency Education strategies and interventions to assist, sustain and build the resilience of Syrian refugee children in Jordan, while ensuring consistency and coordination of service delivery among Government, UNICEF partners and other stakeholders operating in the sector.

Evaluation dissemination plan for findings, conclusions and recommendations will be designed by the Evaluation reference group and implemented by relevant government partners and UNICEF programme section. Dissemination plan would aim to advocate for sustainability, replicability, scaling up or to share good practices and lessons learnt at local, national or/and international levels.

3. EVALUATION OBJECTIVES

The objectives of the evaluation are as follows:

- a) To provide an analytical review of the progress achieved in implementing the ##Emergency Education Response for Displaced Syrian Children and host communities in Jordan##, identify key successes and good practices; and gaps and constraints that need to be addressed;
- b) To assess the Programme#s performance using standard evaluation criteria of relevance/appropriateness, effectiveness, efficiency, impact (potential) and sustainability;
- c) To measure Programme#s coherence, coverage and coordination in line with the UNICEF#s Core Commitments for Children (CCC) in Humanitarian Action;
- d) To examine the implementation of cross-cutting issues/strategies including human rights-based approaches, results-based planning and gender equality/mainstreaming;
- e) To examine the cross-sectoral linkages with other projects, particularly Child Protection and WASH

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f) To generate evidence based lessons, recommendations to guide the way forward to further strengthen on-going efforts, and for new initiatives including scaling up.

4. EVALUATION SCOPE AND FOCUS

The primary focus of the evaluation is to examine and measure the results generated within Emergency Education Response Programme in Jordan that was implemented from April 2012 to July 2014, based on the purpose, objectives and criteria set in this terms of reference.

The evaluation will focus mainly on the interventions supported by UNICEF or its implementing partners in two existing refugee camps (Zaatari and Emirates Jordanian Camp (EJC)) and selected locations in 12 governorates of Jordan with special focus on the three Governorates hosting the highest population of Syrian refugees in Jordan (Irbid, Mafraq and Amman).

5. EVALUATION CRITERIA

The evaluation will focus on the three expected results of the Programme, and provide evidence-based analysis in order to answer the following questions Key questions are suggested for guidance only, and they are not meant to be exclusive that are clustered by evaluation criteria below. Note that the questions below are for guidance only and they are not meant to be exclusive. The applicants applying for this consultancy can modify the questions to respond to the purpose and objectives of this evaluation. Questions will be finalized in the inception phase.

Programme relevance /appropriateness

Key questions:

a) How appropriate is the Programme strategy with regards to the overall needs as expressed in the Regional Response Plan (RRP 5 and 6), and in relevant Government plans?

- To what extent Emergency Education interventions are in line with the relevant national strategies and programmes?

b) How does the Programme relate to the proposed objectives to contribute to safe and appropriate services for vulnerable Syrians living in Jordan, and more specifically to ensure access to free formal education and other relevant education services along with children in host communities?

- How relevant and appropriate are Programme interventions in responding to 1) demand and needs of displaced Syrians and vulnerable Jordanians in host communities; 2) demand and needs of service providers?

Programme efficiency

Key questions:

a) To what extent the Programme#s governance was efficient to the results attained?

b) To what extent were funds used in a cost efficient manner in order to optimise Programme outcomes?

- How systematically have the funds been allocated/utilised (across administrative levels and programme strategies/activities) to realise Programme objectives?

- If there are delays/deviations in fund allocation/utilisation, how were these justified and what are the implications for attaining Programme objectives? What lessons and recommendations can be drawn for the future?

c) How effective and efficient were the coordination mechanisms at the country level (i.e. coordination with Government, including different ministries and other implementing partners, other stakeholders (other UN agencies, NGOs, donors, etc.)? If noticeable gaps are evident, how can they be addressed?

d) To what extent UNICEF#s implementing partners were able to implement the interventions?

- What capacity / expertise is in place or does it require additional / different capacity or resources?

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e) How adequately did UNICEF programmatically respond to unforeseen contingencies over the course of the Programme#s implementation?

Programme effectiveness

Key questions:

- a) To what extent has the Programme contributed to policy dialogue and development of new Emergency Education interventions?
 - To what extent the Programme contributed to put Emergency Education high on the national policy and developmental agenda?
- b) What are the major achievements contributable to and lessons learned from the Programme; which strategies have yielded good results? Where are the gaps that need to be addressed? Given the relatively short duration of the Programme (2 years), the complex and volatile situation, in addition to time and resource constraints of the evaluation, it may not be possible yet to measure outcome level results at all stages of the Programme
- c) The extent to which the Programme addressed particular needs of and targeting/reaching displaced Syrians and vulnerable Jordanians in host communities?
 - To what extent displaced Syrians and vulnerable Jordanians children:
 - § Enjoyed psychosocial support at host communities and in camp settings
 - § Enjoyed alternative learning activities at the community level and in camp settings?
- d) What is the contribution of the Programme to national and institutional capacity-building efforts for Emergency Education?
 - To what extent the existing systems monitor, evaluate and report on activities of education and learning activities of Syrians and vulnerable Jordanians children?
 - To what extent did the Programme contributed in the capacity of decision makers, service providers, and target groups to monitor the progress towards Education and learning activities?
 - To what extent did the Programme contribute to increasing knowledge and service providers# practices in promoting and supporting Emergency Education interventions?
 - Were capacity building interventions designed to meet learning needs assessments?
- e) To what extent the Education and learning activities were coordinated with other sectors such as Child protection and WASH?
- f) What are the key successes in generating new knowledge by the Programme?
 - Is it well documented and disseminated? What are the knowledge gaps which still prevent bigger investment in Emergency Education interventions?
 - To what extent and in what ways did it influence/strengthen partnerships amongst various parties including Government, NGOs and others?
 - What measures have been taken to document the lessons learned to allow for sharing with government and donors for scaling up and replication?

Programme sustainability

The evaluation will assess administrative, institutional, technical and financial sustainability and explore possible opportunities for expansion of effective Emergency Education interventions:

- a) What are major factors that influence the achievement or non-achievement of sustainability of the programme outcomes?
 - What conclusions can be drawn regarding sustainability and expansion/replicability of the approaches used?
 - To what extent the Government was engaged and owns the Emergency Education Programme initiative at the national and sub-national levels the?
 - How likely the government and particularly MoE can sustain and replicate the programme interventions without direct UNICEF/ EU technical and financial support?
 - What are the issues and options related to the feasibility for replication and expansion?
- b) To what extent the programme decision making bodies and implementing partners have

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undertaken the necessary decisions and course of actions to ensure the sustainability of the effects of the programme?

- To what extent and how did the Programme involve parents of affected population and Emergency Education service providers and other stakeholders in programme design and implementation?

Additional Evaluation Questions (Cross-cutting issues)

Human rights-based approach in programming (HRBAP) and gender equality:

a) How successfully were the key principles of HRBAP applied in planning and implementing the Programme? In particular:

- Was the Programme informed by capacity assessment at all levels? How adequately?
- To what extent were the national and local context (knowledge, beliefs, gender and cultural differences) taken into account when the Programme was designed?

b) To what extent has the Programme contributed to an equitable access to Emergency Education services of targeted groups?

- Which groups of children benefited and which did not? Why?
- Were there differences in access to (formal) education related to sex, language barrier, cultural differences, type of location (camps vs. host communities)
- What specific activities have taken place across the Programme by UNICEF and other partners to facilitate the inclusion of children with disability?
- To what extent gender equality existed in participation, decision making and access throughout the program cycle?

Result-based approach in programme planning and management Questions provided here are intended to be for guidance only, and are not to be considered exhaustive. Evaluation questions may be replaced, added, modified by the consultant/firm during the submission of the proposal to UNICEF.:

- To what extent was the Programme successful in using key elements of result-based planning and management?
- Were monitoring and reporting indicators and plans developed adequately, and used to provide information in a timely manner?
- To what extent was data/information generated through the Information and monitoring system used in decision-making (i.e., adjusting the planned results/targets, shifting programme focus)?
- How often were outcomes and outputs measured? Was data sufficiently disaggregated to identify all target groups?

6. EVALUATION METHODOLOGY

The evaluation should use utilization-focused evaluation approach focusing on likely utilization and use of the findings by all stakeholders. It should also be as participatory as possible to be able to get information from various stakeholders, especially children. It is proposed to be conducted in two phases. The first phase will involve an extensive inception phase which is based on secondary information sources and desk review that will contribute to a detailed inception report. The second phase will further assess the programme and collect information and evidence responding to the objectives and criteria set in the TOR.

Given the multi-dimensional focus of the evaluation, a multitude of methods will be used combining qualitative and quantitative data collection methods, namely, documentary review, interviews, field observation visits, and surveys as follows.

- a) Review of secondary data and documents: A list of relevant documents will be prepared and readily accessible. In addition, programme managers will provide data that are readily available from various sources. The data will be reviewed and analysed during the inception phase to determine the need for additional information and finalisation of the detailed evaluation methodology.

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b) Interviews with key informants: Subjects include UNICEF Representatives or deputies, Emergency Education Response programme managers, Government counterparts, donors, NGO focal points.

c) Survey: UNICEF within the partnership with Education sector working group members is currently conducting two comprehensive needs assessments in the households of Zaatari camp and host communities (refer to Annex F for brief ToR). This evaluation will use the data from these needs assessment and will not conduct any additional survey. Focus group discussions will be used to validate and ask additional questions if not covered by the needs assessment.

d) Field observation and focus group discussions with service providers, participants/beneficiaries and especially children in the Programme (service providers, decision/policy makers/NGOs, parents and children). When organising field visits, human rights approach, gender balance, equal geographical distribution, representation of all population groups, representation of the stakeholders/duty bearers at all levels (policy/service providers/parents/community) to be considered and ensured in the interview.

Selection of participants and coverage

The evaluation should utilize a participatory approach and involve and collect information and evidence from various stakeholders and beneficiaries as described above. Focus group discussions should be conducted in the Zaatari and EJC camps and at the selected host communities of three governorates (Irbid, Mafraq and Amman). At least three (out of 12) districts should be assessed in Zaatari camp More information about governance of the Zaatari camp can be found here:

<http://data.unhcr.org/syrianrefugees/settlement.php?id=176&country=107®ion=77> and one site at the EJC camp. At least two districts with the highest concentration of the refugees (host communities) should be assessed in each three governorates. Additional instructions and sampling frame for the needs assessment will be provided to the evaluation team, once selected. Selection of the sites should ensure various equal and equitable participation and representation of stakeholders and beneficiaries, especially children among Syrian refugees, vulnerable Jordanian families and general population.

- Key informant interviews should cover representatives of all stakeholders at national and subnational level. List of the implementing partners is attached in the Annex A.
- Focus group discussions should be conducted for children, parents, caregivers, service providers, community leaders. Each focus group discussion should ensure equal participation of male and female, various age groups, educational background and wealth. At least 2 focus group discussion should be conducted with each population group in each site.
- Children's opinion should be assessed by analyzing the needs assessment databases. In addition, up to 100 children should be involved in the focus group discussions to validate and get additional information that was not collected through the needs assessments. Different background, age group, sex, socio-economic status, in and out of school, benefit or not from the programme should be considered while identifying children to be interviewed. In addition, up to 100 parents and/or caregivers, service providers, community leaders should be assessed responding to the relevant evaluation questions.

Data gathered from the focus group discussions may not be necessarily statistically representative and rather bring the perspective of various stakeholders and especially children as participants in the evaluation process as well as beneficiaries from the programme. The consolidated findings should represent views of various population groups by age group, children, parents/caregivers, refugees, Jordanians, camps vs. host communities.

The detailed methodology and approaches to be used in the evaluation should be described in details in the proposal and later should be part of inception and final reports. It should contain, at minimum, the methodological principles, number of focus group discussions with

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various groups and number and type of children to be covered, information on the instruments used for data collection and analysis, and whether these be documents, interviews, field visits, questionnaires or participatory techniques.

7. EXPECTED DELIVERABLES

The evaluation is expected to commence around end of June 2014 and completed latest by end of November 2014. The evaluation team is responsible to submit the following deliverables:

1. Detailed Inception Report in English (Electronic version to be submitted within three weeks after signing a contract and initial briefing with the evaluation manager and/or evaluation reference group)

This report will be 10 to 15 pages in length and should be in line with UN standards for inception reports. The inception report should outline detailed scope, evaluation framework; methodology; sampling, field visit timing, data collection methods, timeline for activities and submission of deliverables. The inception report should also include initial data and findings based on the documentary review and final evaluation design/plan. This report will be used as an initial point of agreement and understanding between the evaluation team and the evaluation manager. The report will follow the outline stated in Annex D.

A draft will be shared in advance for comments, and approved by the Evaluation Reference Group. Final inception report will be presented by the evaluation team to the Evaluation Reference Group

2. Draft Final Report in English (Electronic version to be submitted within 20 days after completion of the data collection field visits)

The draft final report will be in line with UNEG Evaluation Report Standards and contain the same sections as the final report (described in the next paragraph) and will be 30 to 40 pages in length (excluding annexes). It will also contain an executive summary of no more than 5 pages that includes a brief description of the programme, its context and current situation, the purpose of the evaluation, its methodology and its main findings, conclusions and recommendations. The draft final report will be shared with the evaluation reference group to seek their comments and suggestions. This report will contain the same sections as the final report, described below.

3. Final Evaluation Report in English and Arabic (Electronic and hard copy versions to be submitted within 15 days after receiving consolidated comments and feedback from UNICEF and key partners)

The final report will be 40 to 50 pages in length. It will also contain an executive summary of no more than 5 pages that includes a brief description of the programme, its context and current situation, the purpose of the evaluation, its methodology and its major findings, conclusions and recommendations. The final report will be sent to the evaluation reference group for comments and suggestions and will be quality assured by Regional Monitoring and Evaluation Advisor. This report will contain, but not limited to the sections establish in Annex E.

4. Power point presentation in English and Arabic (electronic version)

Presentation based on the finalised evaluation report summarising the entire process, purpose, objectives, methodology, findings and recommendations and conclusions.

5. Info graphics in English and Arabic (electronic and hard copy)

At least one infographic, up to two pages each summarizing the quantitative and qualitative findings of the evaluation using text, charts and diagrams. The info graphics will be used for advocacy purposes and less technical terminology should be used. Info graphics can be drafted and discussed in English first and the final version translated into Arabic.

The evaluation team should propose a timeline to submit the deliverables in their proposals. Necessary and adequate time (at least two weeks) should be allocated for review and quality assurance processes of the deliverables by the evaluation reference group and regional Monitoring and Evaluation advisor.

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8. EVALUATION TEAM COMPOSITION AND DESIRED QUALIFICATIONS

The evaluation is planned to be conducted by an institution or by a registered consultancy group/firm. The team will be comprised of a team leader and team member(s), ensuring gender balance with qualifications, skills and experience stated below. If the evaluation is carried out by an international firm, the team leader will ensure that a national expert is included in the team.

The qualifications and experience required for the evaluation team are as follows:

- At least 5 years of experience in leading/conducting of similar scale and level of complex evaluations
- Combination of advanced degree in education, protection, international development, humanitarian response and/or an associated field;
- Experience with and strong skills in quantitative and qualitative research and approaches;
- More than 5-year working experience (international and local) in the area of education and emergency response
- Knowledgeable of institutional issues related to development programming and humanitarian action (including funding, administration, the role of the UN system, partnerships, human rights, sustainable development issues)
- The team must include experts on gender issues and have expertise in gender analysis of programmes to ensure the evaluation is responsive to gender aspects of entire interventions.
- Excellent analytical, report writing and communication skills in English and Arabic;
- Familiarity with Emergency Education policy and programme issues either as researcher/evaluator or programme manager
- Fluency in English and Arabic language skills

Profiles and/or CVs of the evaluation team as well as references/links to two most recent evaluations should be provided with the proposal.

9. OFFICIAL TRAVEL INVOLVED

It is expected that the Evaluation team would make a visit to the country (if located outside) including areas for field work as per methodology finalised for this evaluation. All travel costs should be planned properly in the technical proposal and included in the financial proposal. Please note that if selected, the contract can be a supporting document to obtain entry visa (if necessary). UNICEF will be unable to secure travel visas.

10. ESTIMATED DURATION OF THE CONTRACT AND PAYMENT SCHEDULES

It is expected that evaluation will be conducted from June to November 2014. The contract would cover the entire duration of the evaluation. Proposed and estimated timeframe for deliverables is listed under each deliverable in the Section 7. The evaluation team should propose a timeline to submit the deliverables considering necessary and adequate time (at least two weeks) to be allocated for review and quality assurance processes of the deliverables by the evaluation reference group and regional Monitoring and Evaluation advisor.

Payment is contingent on approval by the evaluation manager and will be made in three instalments.

1. 15 % of the total contract will be paid upon submission of the inception report;
2. 35 % of the total contract will be paid upon submission of the draft Evaluation Report
3. Remaining 50 % per cent will be paid upon submission of finalised evaluation report, power point presentation and info graphics.

11. ROLES AND RESPONSIBILITIES IN THE EVALUATION PROCESS

UNICEF as commissioner takes the accountability of the final evaluation and designated Chief of Education as supervisor for this evaluation. Managerial function for this evaluation will be done jointly by the Education Chief and Jordan country office Monitoring and Evaluation officer.

- a) Evaluation managers will have the following responsibilities:

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- Lead the management of the evaluation process throughout the evaluation (design, implementation and dissemination and coordination of its follow up)
- Convene the evaluation reference group meetings
- Facilitate the participation of those involved in the evaluation design
- Coordinate the selection and recruitment of the evaluation team by making sure the lead agency undertakes the necessary procurement processes and contractual arrangements required to hire the evaluation team
- Safeguard the independence of the exercise and ensure the evaluation products meet quality standards
- Connect the evaluation team with the wider programme unit, senior management and key evaluation stakeholders, and ensure a fully inclusive and transparent approach to the evaluation
- Facilitating the evaluation team's access to all information and documentation relevant to the intervention, as well as to key actors and informants who should participate in interviews, focus groups or other information-gathering methods
- Provide the evaluators with overall guidance as well as with administrative support
- Oversee progress and conduct of the evaluation, the quality of the process and the products
- Approve the deliverables and evaluate the consultant's/team's work in consultation with Evaluation reference group and will process the payments after submission of the deliverables that respond to the quality standards.
- Take responsibility for disseminating and learning across evaluations on the various programme areas as well as the liaison with the National Steering Committee
- Disseminate the results of the evaluation

b) Evaluation Reference Group (ERG) will comprise the representatives of the major stakeholders including Evaluation managers, M&E officer (Education), and a representative from the Ministry of Education. Regional Monitoring and Evaluation advisor will also provide a quality assurance of ToR, inception report, draft and final evaluation report and participate at ERG meetings as necessary. The ERG will:

- Provide clear specific advice and support to the evaluation manager and the evaluation team throughout the whole evaluation process
- Review the ToR, inception report and draft evaluation report and ensure final draft meets the UNICEF-Adapted UNEG Evaluation Reports Standards.
- Review and provide comments and feedback on the quality of the evaluation process as well as on the evaluation products (comments and suggestions on the TOR, draft reports, final report of the evaluation).

c) The evaluation team will report to Evaluation Manager and conduct the evaluation by:

- Fulfilling the contractual arrangements in line with the TOR, UNEG/OECD norms and standards and ethical guidelines; this includes developing of an evaluation plan as part of the inception report, drafting and finalising the final report and other deliverables, and briefing the commissioner on the progress and key findings and recommendations, as needed.

12. ETHICAL PRINCIPLES AND PREMISES OF THE EVALUATION

The evaluation process will adhere to the United Nations evaluation norms and standards and ethical guidelines for evaluation available at:

http://www.uneval.org/normsandstandards/index.jsp?doc_cat_source_id=4

The evaluation to be carried out according to ethical principles and standards established by the United Nations Evaluation Group (UNEG).

Anonymity and confidentiality. The evaluation must respect the rights of individuals who provide information, ensuring their anonymity and confidentiality.

Responsibility. The report must mention any dispute or difference of opinion that may

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have arisen among the consultants or between the consultant and the commissioner of the evaluation in connection with the findings and/or recommendations. The team must corroborate all assertions, or disagreement with them noted.

- # Integrity. The evaluator will be responsible for highlighting issues not specifically mentioned in the TOR, if this is needed to obtain a more complete analysis of the intervention.
- # Independence. Evaluation in the United Nations systems should be demonstrably free of bias. To this end, evaluators are recruited for their ability to exercise independent judgement. Evaluators shall ensure that they are not unduly influenced by the views or statements of any party. Where the evaluator or the evaluation manager comes under pressure to adopt a particular position or to introduce bias into the evaluation findings, it is the responsibility of the evaluator to ensure that independence of judgement is maintained. Where such pressures may endanger the completion or integrity of the evaluation, the issue will be referred to the evaluation manager and, who will discuss the concerns of the relevant parties and decide on an approach which will ensure that evaluation findings and recommendations are consistent, verified and independently presented (see below Conflict of Interest) UNEG Ethical Guidelines for Evaluation.
- # Incidents. If problems arise during the fieldwork, or at any other stage of the evaluation, they must be reported immediately to the evaluation manager. If this is not done, the existence of such problems may in no case be used to justify the failure to obtain the results stipulated in these terms of reference.
- # Validation of information. The consultant will be responsible for ensuring the accuracy of the information collected while preparing the reports and will be ultimately responsible for the information presented in the evaluation report.
- # Intellectual property. In handling information sources, the consultant shall respect the intellectual property rights of the institutions and communities that are under review. All materials generated in the conduct of the evaluation are the property of UNICEF and can only be used by written permission. Responsibility for distribution and publication of evaluation results rests with the Country Office. With the permission of the agency, evaluation consultants may make briefings or unofficial summaries of the results of the evaluation outside the agency.
- # Delivery of reports. If delivery of the reports is delayed, or in the event that the quality of the reports delivered is clearly lower than what was agreed, the penalties stipulated in these terms of reference will be applicable.

13. PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS

Evaluation team#s performance will be evaluated against the following criteria: meeting TOR requirements, timeliness, quality of due deliverables that are in line with UNEG Evaluation standards, work relations, initiative/drive for results, communication, dependability/reliability in carrying out the assignments.

14. UNICEF RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE

In case of unsatisfactory performance the payment will be withhold until quality deliverables are submitted. If the firm is unable to complete the assignment, the contract will be terminated by notification letter sent 30 days prior to the termination date. In the meantime, UNICEF will initiate another selection in order to identify appropriate candidate.

15. CALL FOR PROPOSALS

A two stage procedure shall be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being compared. Applications shall therefore contain the following required documentation:

1. Technical Proposal: Applicants shall prepare a proposal as an overall response to ToR ensuring that the purpose, objectives, scope, criteria and deliverables of the evaluation are addressed. The proposal shall include detailed breakdown of inception phase and data collection methodology, coverage and the approach and proposed sampling to be used in the evaluation. It should also include a brief explanation of data collection, analysis and report writing phases. Draft work plan and timeline for the study should be included. The Technical

| Item No | Item Description | Quantity/Unit | Unit Price | Amount |
|---------|------------------|---------------|------------|--------|
|---------|------------------|---------------|------------|--------|

Proposal shall also include updated profiles/CV and Personal History Forms (P11) of the expert(s) to be part of the evaluation, and electronic copies/links of two most recent and relevant evaluation performed previously by the applicant.

2. Financial Proposal: Offer with cost breakdown: Consultancy fees, international (economy class) and internal travel costs, Daily Subsistence Allowance (DSA) and required translations and other costs. The Financial Proposal shall be submitted in a separate file, clearly named Financial Proposal. No financial information should be contained in the Technical Proposal. Travel expenses shall be based on the most direct route and economy fare. Quotations for business class fare will not be considered.

The maximum allowed DSA Applicable to Jordan non-residents for Amman is USD 233 to cover lodging, meals, and any other costs related to the consultant's stay in Jordan. Consultants can offer a more competitive DSA rate. DSA shall be adjusted to actual days upon signature of Contract. Interested applicants shall provide Financial Proposals that include at least the following items:

- Fees
- DSA (if applicable)
- Travel expenses: international (if applicable) and local
- Other costs

16. EVALUATION AND WEIGHTING CRITERIA OF THE PROPOSALS

Submitted proposals will be assessed using Cumulative Analysis Method. Technical proposals should attain a minimum of 60 points to qualify and to be considered. Financial proposals will be opened only for those application that attained 60 or above. Below are the criteria and points for technical and financial proposals.

a) Technical proposals

1) Overall Response (15 points)

- General adherence to Terms of Reference and tender requirements
- Understanding of scope, objectives and completeness and coherence of response

2) Proposed methodology and approach (40 points)

- Proposed approach/methodology and management control system
- Proposed Implementation Plan, i.e. how the bidder will undertake each task, and maintenance of project schedules;

3) Technical capacity (25 points)

- Team member(s) meet academic requirements
- Company meets minimum years of experience
- Range and depth of experience with similar evaluation
- Strong analytical skills and qualitative and/or quantitative statistical data processing applications
- Excellent report writing and language skills
- Company is properly registered a/o has required certifications, memberships, etc.

Technical score: 75% of 80 points = 60 points

b) Financial Proposal

The maximum number of points shall be allotted to the lowest Financial Proposal that is opened /evaluated and compared among those technical qualified candidates who have attained a minimum 60 points in the technical evaluation. Other Financial Proposals will receive points in inverse proportion to the lowest price.

Total Financial

20

| Item No | Item Description | Quantity/Unit | Unit Price | Amount |
|---------|------------------|---------------|------------|--------|
|---------|------------------|---------------|------------|--------|

The Contract shall be awarded to a bidder obtaining the highest combined technical and financial scores. Proposals not complying with the terms and conditions contained in this ToR, including the provision of all required information, may result in the Proposal being deemed non-responsive and therefore not considered further.

17. CONDITIONS

- The evaluation team will work on their own computer(s) and use its own office resources and materials in the execution of this assignment.
- The contractor#s fee shall be inclusive of all office administrative costs
- Local travel and airport transfers (where applicable) will be covered in accordance with UNICEF#s rules and tariffs.
- Flight costs will be covered at economy class rate as per UNICEF policies.
- Any air tickets for travel will be authorized by and paid for by UNICEF directly, and will be for the attendance of meetings and workshops.
- UNICEF is not responsible to secure travel visas.
- Please also see UNICEF#s Standard Terms and Conditions attached.

Incoterms & Delivery Requested

Lead Time & Related Charges

Packing

| | | |
|-------------------------------------|---------------|----------------|
| Unit : Dimension.....x.....x.....cm | Weight.....kg | Volume.....cbm |
| Total: Dimension.....x.....x.....cm | Weight.....kg | Volume.....cbm |

SPECIFIC TERMS AND CONDITIONS

B. UNICEF SPECIAL TERMS AND CONDITIONS

1.0 PROCEDURES AND RULES

1.1 Organizational Background

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilise political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1 UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisations mission and work.

1.2 Purpose of the Request For Proposal for Services (RFP)

The purpose of this RFP is to invite proposals for Evaluation of the UNICEF-Government of Jordan Cooperation Programme on ##Support to the Emergency Education Response for Displaced Syrian Children and host communities in Jordan## April 2012- July 2014

1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- a) Closing date and time for submission of full proposal: 12 Noon Amman time 09 July 2014
- b) Questions to be received by: 30.June.2014
- c) Estimated date of Signature of contract: 30.July.2014
- d) Award Notice: 30.July.2014

1.4 RFP Change Policy

All requests for formal clarification or queries on this RFP must be submitted in writing to Dina Al Hakim via e-mail to dhakim@unicef.org. Please make sure that the e-mail mentions the RFP reference number.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP Proposers.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal. Proposals may be withdrawn on written request received from Proposers prior to the opening time and date. Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

1.5 RFP Response Format

Full proposals should be submitted in ENGLISH and must be received no later than 12 Noon Amman time 09 July 2014 to the designated email.

N.B. The Proposal must be sent for the attention of the Bid Unit of UNICEF as specified on the cover sheet of this RFP. Proposals not sent in this manner will be disqualified.

Emailed proposals must be sent to the secure email: menarobids@unicef.org later than the closing time and date.

The bids type must be clearly indicated as follows:

* Email for Technical Proposal: Name of company, RFP number # #Technical Proposal#

* Email for Price Proposal: Name of company, RFP number # #Price Proposal#

Proposals received in any other manner will be invalidated.

Offers delivered at a different email address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 Proposer's Response

1.6.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal for Services must be followed, e.g. regarding form and timing of submission, marking of the emails, no price information in the technical proposal, etc.

1.6.2 Proposal Form

The completed and signed Proposal form must be submitted together with the proposal.

1.6.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/will) criteria mentioned throughout this Request for Proposal for Services have to be addressed and met in your proposal.

1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal for Services, especially in its statement of work, terms of reference and evaluation criteria of this Request for Proposal for Services. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to the requirements contained in the statement of work and terms of reference of this Request for Proposal for Services.

1.6.6 Checklist for submission of proposals

- * Proposal form filled in and signed

- * Email for technical proposal
 - Technical proposal
 - Technical proposal does not contain prices
 - Email is marked as follows:
Name of company, RFP number # #Technical Proposal#, UNICEF MENARO, Bid Section

- * Email for price proposal
 - Price proposal
 - Email is marked as follows:
Name of company, RFP number # #Price Proposal#, UNICEF MENARO, Bid Section

1.7 Confidential Information

Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 Rights of UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

1.9 Proposal Opening

Due to the nature of this RFP, there will be no public opening of proposals.

1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the Contracting Centre where the commercial evaluation will be done of proposals that have reached the minimum technical score required.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses 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 RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The responses to the RFP should include and will be evaluated against the following:

a) Technical proposals

1) Overall Response (15 points)

- General adherence to Terms of Reference and tender requirements
- Understanding of scope, objectives and completeness and coherence of response

2) Proposed methodology and approach (40 points)

- Proposed approach/methodology and management control system
- Proposed Implementation Plan, i.e. how the bidder will undertake each task, and maintenance of project schedules;

3) Technical capacity (25 points)

- Team member(s) meet academic requirements
- Company meets minimum years of experience
- Range and depth of experience with similar evaluation
- Strong analytical skills and qualitative and/or quantitative statistical data processing applications
- Excellent report writing and language skills
- Company is properly registered a/o has required certifications, memberships, etc.

Technical score: 75% of 80 points = 60 points

b) Financial Proposal

The maximum number of points shall be allotted to the lowest Financial Proposal that is opened /evaluated and compared among those technical qualified candidates who have attained a minimum 60 points in the technical evaluation. Other Financial Proposals will receive points in inverse proportion to the lowest price.

Total Financial

20

The Contract shall be awarded to a bidder obtaining the highest combined technical and financial scores. Proposals not complying with the terms and conditions contained in this ToR, including the provision of all required information, may result in the Proposal being deemed non-responsive and therefore not considered further.

b) Price Proposal

The total amount of points allocated for the price component is [20]. 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 ([20] Points) * Price of lowest priced proposal] / Price of proposal X

Total obtainable Technical and Price points: 100

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

The Proposers should ensure that all pricing information is provided in accordance with the following:

The currency of the proposal shall be in [USD]. Invoicing will be in the currency of the proposal. The Proposer will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

1.11 Property of UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.12 Validity

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorized representative of the institution. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 Full right to use and sell

The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any service or outcome that may be acquired under any resulting Contract.

1.14 Payment Terms

Payment will be made only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.15 Contractual Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFP.



GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNICEF unless agreed to in writing by a duly authorized official of UNICEF.

B. PAYMENT

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be increased except by express written agreement of UNICEF.

C. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.

2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

D. EXPORT LICENCES

Notwithstanding any INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSS Notwithstanding any INCOTERM used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION

1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.

2. Refuse to accept delivery of all or part of the goods.

3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the goods and (ii) use and expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

L. USE OF UNICEF OR UN NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

O. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

Q. MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the Supplier.

Rev.1 - 1 February 1997

