REQUEST FOR PROPOSAL FOR SERVICES (RFPS)

RFPS-USA-2016-502309                                  17 August 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Evaluability Assessment: UNFPA-UNICEF Global Programme to Accelerate Action to End Child

E-MAILED proposals should be sent to:

nysdbidding@unicef.org

IMPORTANT – ESSENTIAL INFORMATION

All offers must be submitted by e-mail only to nysdbidding@unicef.org, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of offers. No other recipient should be “Cc” or “Bcc” in the e-mail submission.

Offers must be received on 12 September 2016, by 16:00 hours (New York time) at the very latest. Offers received after the stipulated date and time will be invalidated.

All e-mail communication in relation to the offer must clearly indicate the bid reference number, in the “subject” line of the e-mail, followed by the company name (e.g. RFPS-USA-2016-502309: XYZ Ltd.)

All e-mail offers must be submitted as PDF (Portable Document Format) file. Offers can be sent in more than one batches, each not exceeding UNICEF’s e-mail size quota of ten (10) megabytes per e-mail.

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 FOR SERVICES HAS BEEN:

Prepared By:

[Signature]

Dalma Rivero
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: drivero@unicef.org

Approved By:

[Signature]

Colin Kirk

Date: August 17, 2016
Date: August 17, 2016
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. **RFPS-USA-2016-502309** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: ____________________________

Name & Title: __________________________

Company: ____________________________

Date: ________________________________

Postal Address: _______________________

Tel. No.: _____________________________

Fax No.: _____________________________

E-mail Address: _______________________

Currency of Proposal: __________________

Validity of Proposal: __________________

*No Price Proposal value details are to be included within this form*
INSTRUCTIONS TO VENDORS

A. INTRODUCTION

1.0 UNICEF, United Nations Children’s Fund, international, intergovernmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters in New York, with offices in over 160 countries spanning 260 locations.

2.0 UNICEF works with governments, civil society organizations, and other organizations around the world to advance children’s rights to survival, protection, health, development and participation and its guided by the Convention of the Rights of the Child.

3.0 BACKGROUND TO THE EVALUATION OFFICE

UNICEF Evaluation Office has two primary functions: conducting a programme of independent evaluations and providing leadership and oversight to the evaluation function by ensuring an overall systemic approach to evaluation in UNICEF. The UNICEF Evaluation policy was approved in February 2008. The Office follows UNEG (United Nations Evaluation Group) agreed norms and principles.

Evaluations commissioned by the Office will assess UNICEF’s performance in relation to its agreed policies and strategies, and contribute to policy and programme development and improved practice. The Office also conducts thematic and institutional evaluations. The Evaluation Office provides leadership in developing approaches and methodologies for evaluations, promoting a culture of evaluation throughout the organization, and cooperating with UNEG in the harmonization of approaches and the promotion of evaluation capacity development in programme countries.

In support of strengthening the evaluation function in UNICEF, the Evaluation Office:

a) develops corporate strategies for improvement of the evaluation function and issues and updates corporate guidance on evaluation practice;

b) works closely with the Regional Offices and headquarters divisions to ensure adequate oversight and support for evaluation throughout the organization;

c) reviews regional evaluation plans to ensure overall coherence of the evaluation function in UNICEF;

d) provides technical clearance with respect to evaluation in the recruitment of Monitoring and Evaluation staff members;

e) supports learning and capacity-building of UNICEF staff in relation to evaluation;

f) maintains a network of communication and exchange among UNICEF staff members, promoting horizontal linkages between UNICEF Country and Regional Offices and providing UNICEF staff with electronic access to evaluation resources and updates on evaluation practices and events.

Recent evaluations commissioned by the Evaluation Office have examined the following areas: UNICEF Unite For Children, Unite Against AIDS Campaign (2010); Global Evaluation of Life Skills Programmes (2012) UNICEF’s Upstream Engagement in Education, (2014), Peacebuilding Education Advocacy Outcome Evaluation (2015), to mention a few.
4.0 PURPOSE OF THE RFPS

The purpose of the Request for Proposal for Services (RFPS) is to invite prospective bidders to submit proposals (technical and financial) for providing services to conduct an Evaluability Assessment of the UNFPA-UNICEF Global Programme to Accelerate Action to End Child Marriage jointly commissioned by the UNICEF and UNFPA Evaluation Offices with UNICEF as the lead agency. This RFPS is accompanied by the Terms of Reference for the evaluability assessment (See Attached TOR).

5.0 CONTRACTUAL SCHEDULE

The schedule of the contractual process is as follows:

- Technical and financial proposals received **no later than 4:00 pm NY Time**
  Date: 12 September 2016

- Bid Opening
  Date: 13 September 2016

- Technical and financial assessments completed on, or about
  Date: 29 September 2016

- Anticipated Award date, Institutional /Corporate Contract
  Date: 20 October 2016

The above dates are estimated and subject to change.

6.0 RFPS PROCEDURES AND RULES

6.1 Confirmation of receipt of the RFPS: Proposers are requested to confirm the receipt of this Request for Proposal for Services to the following UNICEF contact person: Dalma Rivero, by email: drivero@unicef.org. The full contact name, title, address, telephone and email address of the individual responsible for handling this RFPS in the bidding firm must be provided in the confirmation correspondence.

6.2 Intention to bid: Prospective bidders are requested to indicate, no later than **24 August 2016** whether or not their firm intends to submit a proposal. Communication on intention to bid (or not to bid) must be sent via email to Dalma Rivero (drivero@unicef.org).

6.3 IF THIS REQUEST WAS DELIVERED TO THE WRONG ADDRESS, we request that it be re-directed to the person responsible for this field of activity within your organization. We apologize for any inconvenience.

7.0 RFPS CHANGE POLICY

7.1 All requests for formal clarification or queries to the Request for Proposal for Services, or requests for clarifications must be submitted in writing to Dalma Rivero by email: drivero@unicef.org. Information provided verbally will not be considered a fundamental change and will not alter this RFPS.
7.2 Any request for information/clarification regarding the specification should be submitted via email to Dalma Rivero (drivero@unicef.org), no later than 31 August 2016. Inquiries received after that deadline cannot be guaranteed any response. Only written inquiries will receive an answer. Be informed, also that answers to all questions asked will be shared with all other potential proposers.

7.3 Changes to previously submitted proposals must be receive prior to the closing time and date. The correspondence should clearly indicated that the new submission supersedes the proposal that was submitted earlier, or state the new changes to be incorporate into the earlier proposal.

8.0 RFPS RESPONSE FORMAT

8.1 All offers must be submitted by email only to nysdbidding@unicef.org, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of offers. No other recipient should be "Cc" or "Bcc" in the e-mail submission.

8.2 All e-mail communication in relation to the offer must clearly indicate the bid reference number, in the "subject" line of the e-mail, followed by the company name (e.g., RFPS-USA-2016-502309: XYZ Ltd.).

8.3 All e-mail files must be submitted ‘portable document format’ (PDF). Offers can be sent in more than one batches, each not exceeding UNICEF’s e-mail size quota of ten (10) megabytes per e-mail.

8.4 The Technical Offer and the Financial Offer must be sent as separate files, clearly indicated in the file name; e.g. XYZ Ltd_Technical Proposal.pdf; XYZ Ltd_Financial Proposal.pdf. No price information should be provided in the Technical Offer.

8.5 Proposals must be signed by an authorized representative of the proposer’s company, using the Proposal Submission Form presented on page 3 of this RFPS document.

8.6 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.

8.7 Offers will be rejected if (i) delivered at a different or additional email addresses; (ii) delivered in a different form than prescribed in this RFPS (url links to a file instead of attaching PDF files); (iii) received after the designed time and date; or, (iv) they do not respect confidentiality requirements.

8.8 UNICEF will accept no responsibility for the premature opening of any Technical or Financial Proposal which is not properly identified.

9.0 CONFIDENTIAL INFORMATION

9.1 Information which the Proposer considers confidential or proprietary must be marked clearly as such next to the relevant part of the text, and UNICEF will then treat such information in confidence.

10.0 RIGHTS OF UNICEF

10.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, or, unless otherwise specified by UNICEF or by the Proposer to accept any item in the Proposal.

10.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Proposer who, in the opinion of UNICEF, it not in a position to perform the contract.
10.3 UNICEF also reserves the right to negotiate with the Proposer(s) who have submitted the most responsive evaluated proposals.

10.4 UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal for Services. This RFPS, along with any inquiries and responses thereto, and the proposals shall be considered the property of UNICEF and the proposals will not be returned to their originators.

11.0 PROPOSAL OPENING

11.1 The proposal will be opened at 10:30 am on **13 September 2016**. Due to the nature of this RFPS, there will be no public opening proposals.

B. TECHNICAL AND COMMERCIAL PROPOSAL REQUIREMENTS

1.0 INFORMATION IN THE PROPOSAL

1.1 The proposer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this RFPS, and the attached "Terms of Reference". The proposal shall be composed of separate technical and financial proposals.

1.2 The proposer must also provide sufficient information in the proposal to address each area of the items in the Terms of Reference, and to ensure the proposal assessment panel can make a fair assessment of the company.

1.3 UNICEF reserves the right to:
   a) Contact any or all references supplied by the proposer;
   b) Request additional supporting or supplementary data (from the proposers);
   c) Arrange interviews with the proposed Project Team/Consultants;
   d) Reject any or all proposals submitted;
   e) Accept any proposals in whole or in part;
   f) Enter into negotiations with the selected supplier;
   g) Award contract to more than one proposer for portions of the Terms of Reference.

1.4 Proposers should ensure that all information is provided in accordance with Technical and Financial/Price Proposal section of this RFPS.

2.0 DESCRIPTION OF THE TECHNICAL AND FINANCIAL/PRICE PROPOSAL

2.1 TECHNICAL PROPOSAL

2.1.1 The technical proposal shall include, as minimum:
   a) Proposed methodology, expanding on the outline provided in the Terms of Reference, and including key assumptions, and proposals for document analysis, qualitative and quantitative data collection and analysis, stakeholder participation, feedback and reporting, and building consensus on recommendations;
b) Evaluability assessment work plan, showing tasks, timelines and allocation of work to team members;

c) CV/Résumés of Evaluability Assessment team members; this section should also include assignment of roles (e.g., team leader, etc.,) highlighting experience relevant to the evaluation and the assigned role. Statements of availability of individual consultants for the allocated time period October 2016 - April 2017 are required;

d) A sample report from a prior consultancy assignment completed by one or more of the proposed team members, with content directly relevant to this evaluation;

e) Contact details of at least two references from among recent employers or clients for each team member;

f) Company/organization profile, in relation to evaluability assessment knowledge and practice in the child marriage sector, as described in the Terms of Reference;

g) Compliance with UNICEF General Terms and Conditions for Institutional/Corporate Contracts.

2.2 FINANCIAL PROPOSAL

2.2.1 To be submitted under separate cover; the financial proposal should include, as minimum:

a) Pricing proposal;

b) Certificate of incorporation;

c) Copy of the latest audited financial statements.

2.2.2 General issues: In preparing their financial proposals, bidders should keep the following aspects in mind:

a) Bidders must submit a firm-fixed price bid, in US Dollars;

b) The quotation will not be subject to revision unless officially invited to re-submit by UNICEF;

c) All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization;

d) Bidders will suggest a payment schedule, linked unambiguously to contract milestones;

e) Invoicing and payment will be effected by bank transfer, in US Dollars.

2.2.3 Budget categories and details: The budget should be presented in three categories: a) personnel costs, b) project costs, and c) overhead costs (if applicable). Sub-headings within the categories may be done at the bidder’s discretion. Experience has shown that bidders often submit data using their own cost rubrics and not according to the three categories described next. This is acceptable, as long as the proposed clustering into the three headings is reflected in the cost summary.

a) Personnel Costs: These should be include classification (i.e. job title/function) and rates for team members; duration of work for each member. This information may be contained within a table showing expected level of effort per team members, by project phase. The level of effort must be visible in both the technical and the financial proposals, albeit without associated cost in the technical proposal.

b) Evaluation Costs: These should include cost of travel, including subsistence allowances, travel by air, train, road, etc., telecommunication and miscellaneous expenses. Travel to selected destination may be on a cost-reimbursable basis. This is the sole budget component that will be charged this way; other elements will be firm-fixed price. Travel costs and subsistence rates (lodging, food, local transport, and incidentals) will be based on the lower of the rates proposed by the bidder, or the official and prevailing United Nations rates. Bidders are encouraged to submit economical travel and subsistence costs. Travel cost will be pre-approved and reimbursed by UNICEF as per the UNICEF rules and regulations for travel.
c) Overhead Costs: In the case of institutional contracts, general and administrative costs should include institutional overhead and fee/profit over and above overhead. Otherwise, the cost proposal must include detailed item-wise quotations, based on the terms of reference and other relevant documents.

2.2.4 Specific requirements: In addition to whatever other approaches and methods are proposed, the following specific items must be present in the cost proposal:

a) Presentation of a work plan in work phases (inception, field-based data collection and reporting);
b) The level of effort for all team members as was reflected in the technical proposal, repeated in the financial proposal with costs;
c) A payment schedule, linked unambiguously to contract milestones.

3.0 PROPOSAL EVALUATION PROCESS AND METHOD

3.1 ASSESSING TECHNICAL PROPOSALS

3.1.1 Following the submission of the proposals, UNICEF will set up a proposal assessment team composed of people with technical skills in evaluation and subject matter specialists. An assessment will be conducted to assess the merits of each proposal. The assessment will be restricted exclusively to the contents of the proposal, references and corporate financial health.

3.1.2 Each technical proposal will first be assessed by UNICEF for compliance with the mandatory requirements of this RFPS. Failure to comply with any of the terms and conditions contained in this RFPS, including the provision of all required information, may result in a proposal being disqualified from further consideration.

3.1.3 Submissions which comply with the stated mandatory criteria will be evaluated in accordance with the technical assessment criteria and weighting as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational capacity and expertise of firm (administrative/logistic support, multi-country presence)</td>
<td>10%</td>
</tr>
<tr>
<td>Team profile (Experience, qualifications as per the Terms of Reference)</td>
<td>50%</td>
</tr>
<tr>
<td>Proposed methodology (relevance, logic, rigor, practicality, creativity, including the work plan etc.)</td>
<td>40%</td>
</tr>
</tbody>
</table>

3.1.4 For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 70 percent. Proposals not meeting this minimum score will be considered technically non-compliant and will be given no further consideration.
3.2 ASSESSING FINANCIAL/PRICE PROPOSALS

3.2.1 Price Proposals coming from firms whose technical proposals were deemed technically compliant (i.e., attained a score of 70 percent or above) will be opened and assessed as follows:

\[
\text{Score for price proposal } X = \frac{\text{Max. Score for price proposal} \times \text{Price of lowest priced proposal}}{\text{Price of proposal } X}
\]

3.2.2 The maximum number of points will be allotted to the lowest price proposal among those that obtain the threshold points in the evaluation of the technical component. All the price proposals will receive points in inverse proportion to the lowest price, using the formula above.

3.2.3 All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempts organization.

3.3 OVERALL SCORE

3.3.1 The overall score for each of the proposals by adding scores from both the technical and financial proposals, based on a weighting of 70 percent for the technical proposal, to 30 percent for the financial proposal.

3.3.2 UNICEF reserves the right to request for an oral presentation in order to ask detailed questions for clarification of their proposals, and to request for additional assessments.

C. COMMERCIAL PROVISIONS

1.0 PERFORMANCE

The resulting Institutional/Corporate Contract will define all applicable authorities related to this engagement. UNICEF will, together with the selected contractor(s), determine the criteria for fulfilment of the contract.

2.0 PROPERTY OF UNICEF

This Request for Proposal for Services, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

3.0 MOST FAVOURED PRICING

3.1 The rates quoted by the successful proposer shall be locked in for the duration of the resulting Institutional/Corporate Contracts. However, if at any time during the validity period of any resulting Institutional/Corporate Contracts, the successful proposer offers to provide services as defined herein at a price/rate lower than the price/rate(s) effective under the Institutional/Corporate Contracts to any 3rd party, the supplier shall thereafter offer the same price/rate(s) to UNICEF under the Institutional/Corporate Contracts.
3.2 The successful proposer is obligated to advise UNICEF, without any delay, in the event that any lower pricing/rate (s) is offered to any 3rd party.

3.3 In the event that the successful proposer fails to notify UNICEF and reduce its price(s) accordingly, UNICEF reserves the right to, with immediate effect, terminate the Institutional/Corporate Contracts.

3.4 Proposers are requested to provide prices in US Dollar. Failure to quote in US Dollar will invalidate the proposer.

3.5 Proposers are requested to confirm any discounts applicable to their proposals.

3.6 Proposers are requested to confirm any further discounts available for payment before UNICEF standard payment terms i.e. net 30 days.

4.0 VALIDITY OF PROPOSALS

4.1 Proposals should be valid for a period of not less than 90 days after proposal opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their proposal, as UNICEF may issue contracts against the most responsive evaluated proposal if requests for identical services are received from our offices/divisions during the proposal validity period. UNICEF may also request the validity period to be extended.

5.0 UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts included in this RFPS will form part of any resulting contract.

6.0 FULL RIGHT TO USE AND SELL

6.1 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 item that may be acquired under any resulting Contract.

7.0 REFERENCES

7.1 The proposer is requested to provide the name of at least three (3) clients to whom it provides similar services. UNICEF reserves the right to contact these references, without notifying the proposer.

8.0 PROPOSER'S REPRESENTATIONS

8.1 The proposer represents and warrants that it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform his or her obligations under any resulting Contract.
9.0 ERROR IN PROPOSAL

9.1 Proposers are expected to examine all Schedules and all Instructions pertaining to the work or Proposal. Failure to do so will be at proposers own risk. In case of errors in the extension price, unit price shall govern.

10.0 AWARD / ADJUDICATION OF PROPOSALS

10.1 The Institutional/Corporate Contract for Services will be awarded to the Proposer offering the most responsive evaluated proposal and whose services are commercially, technically acceptable, and whose Proposal is in compliance with all Instructions, Specific Terms and Conditions, Special Notes and General Terms and Conditions contained in the RFPS, providing the Proposal is reasonable and it is in the interest of UNICEF to accept it.

10.2 UNICEF reserves the right to make multiple arrangements for any item(s)/services where, in the opinion of UNICEF, the most responsive evaluated Proposer cannot fully meet the requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the most responsive, second most responsive and third most responsive, etc. evaluated proposal which meets all the requirements stated in the RFPS document.

10.3 In case of an award, Proposers who have not previously received Institutional/Corporate Contracts/LTA(s) from UNICEF may receive an Institutional/Corporate Contract/LTA(s) for a limited service / period until satisfactory performance is established.

11.0 SUPPLIER REGISTRATION

11.1 Proposers are required to register with UNICEF via UNGM before an award can be made. If you have not already done so, please register via the UNGM website: http://www.ungm.org and follow the instructions.

The Institution must have juridical personality and need to present a copy of certificate of incorporation before a contract is awarded.

D. GENERAL PROVISIONS

1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY

In the event that the Contractor offers a lower price to the General Services Administration (GSA) of the federal government of the United States of America for similar services, UNICEF shall be entitled to same lower price. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES

2.1 UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.
3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION

3.1 By submitting an offer the proposers certify that UNICEF, for Contracts resulting from this Request for Proposal for Services, is not being charged more than other clients for similar services and similar quantities and within similar circumstances.

4.0 LIQUIDATED DAMAGES

4.1 For late delivery of services or for services which do not meet UNICEF’s specifications/requirements and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful proposer, and deduct 0.5% of the value of the services pursuant to Institutional/Corporate Contract, per additional day of delay, up to a maximum of 10% of the value of the Institutional/Corporate Contract. The payment or deduction of such liquidated damages shall not relieve the successful proposer from any of its other obligations or liabilities pursuant to any Institutional/Corporate Contract.

5.0 ORDER OF PRECEDENCE

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts to this RFPS shall apply to any resulting Institutional/Corporate Contracts. In the case of any inconsistencies, the following order of precedence shall prevail:

a) UNICEF General Terms and Conditions for Institutional/Corporate Contracts;
b) Institutional/Corporate Contract.

6.0 UNETHICAL BEHAVIOUR

6.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF suppliers / contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

7.0 CORRUPT AND FRAUDULENT PRACTICES

7.1 UNICEF requires that all contractors associated with this Institutional/Corporate Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

a) Defines for the purpose of this provision the terms set forth as follows:

i) 'corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.
b) Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;

c) Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

8.0 GUIDELINES ON GIFTS AND HOSPITALITY

8.1 Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

9.0 POST-EMPLOYMENT RESTRICTIONS

9.1 The United Nations (UN) has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15.

9.2 For a period of one year following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from seeking or accepting employment with, or otherwise accepting any form of compensation or financial benefit from, any UN contractor or vendor of goods and services, regardless of location, which conducts business with the UN or seeks to do so and with whom such staff members have been personally involved in the procurement process during the last three years of service with the UN.

9.3 For a period of two years following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from knowingly communicating with, or appearing before, any staff member or unit of the UN on behalf of any third party on any particular matters that were under their official responsibility relating to the procurement process during the last three years of their service with the UN.

9.4 The United Nations respectfully requests all contractors and vendors to adhere to these regulations. Any UN contractor or vendor who offers employment, hires or otherwise compensates staff members in violation of the provisions of the bulletin may be subject to having its registration as a qualified vendor with the UN barred, suspended or terminated, in accordance with UN procurement policies and procedures.

10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.
UNICEF GENERAL TERMS AND CONDITIONS
FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor’s invoice which is issued only upon UNICEF’s acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor’s invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

6. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

7. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

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

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen’s compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen’s compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

(d) Except for the workmen’s compensation insurance, the insurance policies under this Article shall:

(i) Name UNICEF as additional insured;

(ii) Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against UNICEF;

(iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage;

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

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.
15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forth with in whole or in part, upon thirty (30) days' notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.
19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. 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 Contract 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

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, 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. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple. Interest only. 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.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention 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.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.
If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) 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.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of 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.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.