REQUEST FOR PROPOSAL

LRFP-2017-9130630

13 March 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Social Innovation curriculum development at UNICEF JORDAN

E MAILED proposals should be sent to:

UNICEF Jordan
Attention: BID UNIT
E MAIL: jordansbids@unicef.org (secure email)

IMPORTANT - ESSENTIAL INFORMATION

The reference LRFP-2017-9130630 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 12:00 Noon (Amman time) on 27 March 2017 and will be opened at 02:00 PM (Amman time) on 27 March 2017. Request for Proposal for Services received after the stipulated date and time will be invalidated.

Request for Proposal for Services must be emailed to jordanbids@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:

Lama Jaber
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email: lajaber@unicef.org

Verified By:

Thokozani Murape
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-2017-9130630 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________________________
SCHEDULE NO: 1  JCO SUPPLY

00010  1 each

Location
Remote work with at least two trips to Jordan
Duration
6 months
Estimate number of working days
48
Start date
1 April
End date
1 October
Reporting to
Innovation Specialist

1. JUSTIFICATION/BACKGROUND
Jordan is a stable middle income country in a region that has experienced great instability over the past several years. Currently, it is estimated that 1/5 people in Jordan is a Syrian refugee. UNICEF Jordan provides humanitarian support to refugees living in Jordan, while ensuring that the country's overall development progress is strengthened as well. The complex situation in Jordan has led many to seek new approaches to being more effective; more responsive to needs; and to achieve more with less.

One of UNICEF Jordan's flagship programmes is the network of 240 Makani Centres located across Jordan. Thirty-one of these Centres are in refugee camps; 140 are located throughout Jordan; and the remainder deliver services to mobile populations (informal tented settlements). Makani Centres offer integrated support to children and youth, including learning support services, psycho social support, and lifeskills training. Currently, UNICEF Jordan is working to provide access to innovation lab facilities to all Makani Centres via mobile labs which will deliver lab curriculum at all Makani Centres, while increasing the capacity for each Centre to incorporate ongoing lab activities. The lab programme has several elements:

1. Outreach: emerging technology exhibition to drive engagement, spark imagination, and teach kids about technology.

2. Lab Activities: in addition to a hang-out space, labs provide a social innovation curriculum that leads adolescents through a process of identifying, understanding, and attempting to solve challenges in their communities.

3. Post-programme opportunities: the lab infrastructure should support adolescents to discover their talents and come up with good ideas. Post-programme opportunities, including competitions, further training, scholarships, etc. should allow adolescents to go further with their talents, interests and ideas.

Currently the labs are being operationalized across Jordan, including the following activities:
- Strengthening capacity of implementing partners to deliver social innovation curriculum on
a national scale.
- Adapting and localizing the social innovation curriculum for roll-out in the labs.
- Development of multi-stakeholder board including innovation leaders from the private, public, and non-profit sectors in Jordan to guide lab development
- Development and implementation of monitoring and evaluation system/ feedback loops
- Strengthening and developing #post programme opportunities,# including outreach to potential partners.

UNICEF Jordan is not the only UNICEF country office developing innovation labs. Since the first UNICEF Lab opened in Kosovo in 2011, the lab model has already spread across the globe, including to Jordan. UNICEF would like to make it as easy as possible to replicate the lab model anywhere in the world, with or without UNICEF involvement. We therefore would like to leverage the work going on in Jordan to make a globally scaleable version of the social innovation curriculum.

UNICEF Lab map

2. OBJECTIVE AND TARGETS
The purpose of this role is to redevelop the social innovation curriculum currently being implemented for 129 innovation labs in Jordan to something that can be used globally inside and outside of UNICEF. It will be designed to be modular (meaning some modules can be implemented without other modules, and implementable as a bootcamp or as a longer course. It builds on the work of Upshift (the curriculum developed for the Kosovo lab), but also incorporates team-building and technical exercises, designed to improve social cohesion (team-building) and inspire the imagination of #what#s possible# technically for vulnerable and underserved populations (technical exercises). The deliverables are heavy on quantitative and qualitative evaluation of the curriculum already developed to ensure that the globally scale-able version is robust. The deliverables also include all of the necessary materials to scale the curriculum, ie. facilitators guides. It is anticipated that 10,000 children will be reached by the curriculum per year in Jordan alone.

3. SCOPE OF THE WORK (WORK ASSIGNMENT)
All activities should be done in collaboration with UNICEF and UNICEF partners

Support evaluation of current version, being implemented now via 10 mobile labs and 7 refugee camp-based labs
1. Establish criteria to evaluate the first two rounds of curriculum implementation in Jordan against: (1) 21st century skillset; (2) social cohesion; (3) quality of innovative ideas. (Evaluation to be implemented by UNICEF and Jordan River Foundation)
2. Based on this and qualitative storytelling/lessons learned from the labs, conduct a 3-day workshop with facilitators in camps and host community in Jordan
3. Provide report based on results from deliverables (1) and (2)

Design curriculum for scale
4. Re-do curriculum materials in English with scale in mind, based on evaluation and feedback from the experience in Jordan; and incorporating feedback from UNICEF Global Innovations team/ JCO at regular intervals.
5. Working with UNICEF JCO, scope and incorporate teambuilding activities that include a
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<th>Item Description</th>
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<th>Unit Price</th>
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<td>Working with UNICEF JCO, incorporate foresight/ vision exercises into curriculum</td>
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<td>7.</td>
<td>Prepare for scale: create user friendly materials to ensure that others can adopt programme with little support</td>
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<td>8.</td>
<td>Create a participant handbook</td>
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<td>9.</td>
<td>Create a #train the trainers# guide</td>
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<td>10.</td>
<td>Conduct a #train the trainers# workshop in Jordan with between 20 and 30 people</td>
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<td>EXPECTED DELIVERABLES</td>
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**Deliverable One: List of measurable indicators and draft of survey or other measurement tools**  
The indicators and tools should measure:  
(1) 21st Century skillset, including but not limited to problem solving ability, empathy, creative confidence, attitude towards failure, and mental agility/ #grit#  
(2) Social cohesion, including attitudes towards and relationships with other nationalities, community engagement, and perceptions of connections to the community.  
(3) Quality of social innovation ideas, including importance of problem identified, ability of the solution to tackle the problem, the feasibility of implementing the solution, and the novelty of the solution.

**Deliverable two: Workshop to generate feedback on curriculum**  
In Jordan, conduct a 3-day workshop with 20-30 lab facilitators to interpret various streams of data coming from the labs in order to understand what is working, not working, and why about the curriculum. Information discussed should include:  
(1) Discussion of evaluation results  
(2) Participant profiles which paint the picture of who is actually engaging in lab activities  
(3) Feedback from facilitators, parents, and Makani centres

**Outcomes should include:**  
(1) shared understanding of social innovation curriculum goals  
(2) shared understanding of what worked and did not work at the topic level  
(3) shared understanding of what worked and did not work at the activity level  
(4) shared understanding of what worked and did not work at the facilitator training level  
(5) concrete suggestions for curriculum redesign

Amani Institute will not be responsible for funding or arranging the logistics of the meeting.

**Deliverable three: Report on meeting outcomes**  
Written report in English emailed to Innovation Specialist should include:  
(1) Description of meeting results/ data results  
(2) Description of lessons learned as described in Deliverable two: outcomes

**Deliverable four: Redesign curriculum**  
Outline of curriculum redesign in English including:  
(1) Topic headings/ flow of course  
(2) Activity descriptions  
(3) Timing for all activities

Curriculum should:  
(1) Be modular, i.e. topics/ modules can be implemented on their own; some topics/modules can be taken out of full curriculum without disrupting flow
(2) Include 16 modules to be implemented in two 8-module phases
(3) Be implementable quickly as a bootcamp (for example one or more module per day) or over time, for example 32 weeks (16 weeks per phase)
(4) Have two phases--Phase one includes problem definition and exploration, solution design, and pitch. For teams with projects deemed to be implementable, phase two includes prototyping, early stage implementation, generating feedback, and iterating on project design. Phase one and phase two should be implemented by the same facilitators.
(5) Emphasize building soft-skills, for example those described in this article.

Curriculum should include:
(1) At least one visioning/ foresight exercise
(2) Technical exercises as part of other skills development, ie. teambuilding activity to build a lamp from recycled material

Changes to the above are fine with explicit permission of UNICEF team.

Deliverable five: All materials required to implement curriculum developed in English
User friendly and attractive package of materials to include
(1) Participants guide including
   a. All pedagogical materials needed by students to implement activities
   b. Easily accessible description of activities to be implemented outside of course hours
(2) Facilitators guide including
   a. Detailed description of course, including overall goals and expected outcomes
   b. Detailed description of activities, including goals of each as well as step-by-step guide to implementation
   c. All pedagogical materials needed by facilitators to implement activities
(3) Train the trainers guide including
   a. Description of key characteristics of social innovation facilitators
   b. Detailed description of overall goals and expected outcomes of train the trainers
   c. Detailed description of training for each activity
   d. All pedagogical materials needed to train facilitators.

All materials will be published and freely available for open-source use, with acknowledgement of all primary partners in development.

Deliverable six: Train the trainers workshop in Jordan
(1) 5 day workshop conducted in English in Jordan in order to:
(2) Develop national capacity to train facilitators to implement curriculum
(3) Create team of trainers in Jordan to continue to build social innovation capacity across Jordan

5. REALISTIC DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED

Deliverable One: List of measurable indicators and draft of survey or other measurement tools
Deliverable date: 1 May
Deliverable format: Report submitted in English by email to Innovation Specialist
20% of funds to be remitted upon completion

Deliverable two: Workshop to generate feedback on curriculum
Deliverables date: 30 May
Deliverable format: 3 day in-person workshop in Jordan
10% of funds to be remitted upon completion
Deliverable three: Report on meeting outcomes
Delivery date: 15 June
Deliverable format: Report submitted in English by email to Innovation Specialist.
10% of payment

Deliverable four: Redesign curriculum
Delivery date: 1 July
Deliverable format: outline of curriculum in English sent by email to Innovation Specialist.
10% of payment to be remitted upon completion

Deliverable five: All materials required to implement curriculum developed in English
Delivery date: 1 September
Deliverable format: Materials submitted in English by email to Innovation Specialist
40% of payment to be remitted upon completion

Deliverable six: Train the trainers workshop in Jordan
Delivery date: 1 October
Deliverable format: 5-day workshop in English delivered in Jordan
10% of payment to be remitted upon completion

6. DESIRED QUALIFICATIONS, SPECIALIZED KNOWLEDGE OR EXPERIENCE

Assignment-specific qualifications:
- Minimum 5 years of experience in designing or implementing social innovation curricula
- Minimum 3 years experience facilitating participatory workshops to ensure that project development has buy-in from partners, and is implementable by partners.
- Team leader has a Masters Degree in design for social impact; social work; education; or related field.
- Experience evaluating social innovation programmes.
- Experience developing tools for practitioners unfamiliar with design methodologies to explain, inspire, and educate.
- Possesses an intellectual curiosity for how to foster systemic social change
- Passion for employing technical skills for social goals
- Ability to balance attention to detail with prioritizing work in order to meet deadlines.

Competencies
- Communicates effectively to varied audiences, including during formal public speaking.
- Able to work effectively in a multi-cultural environment.
- Sets high standards for quality of work and consistently achieves project goals.
- Translates strategic direction into plans and objectives.
- Negotiates effectively by exploring a range of possibilities.
- Quickly builds rapport with individuals and groups; maintains an effective network of individuals across organizational departments.
- Contributes and tries out innovative approaches and insights.

7. PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS

Overall response
Please let us know why you are the best fit for this position, covering the following issues.
Demonstrates clear understanding of project goals and requirements.
Demonstrates realistic assessment of skill sets and actions required to accomplish deliverables.
Demonstrates track record of working with a variety of stakeholders to foster a common understanding of goals and appropriate actions to be taken to meet those goals.
Company and key personnel
Please demonstrate your ability to implement this project, covering the following issues.
Description of each team member, including CV.
Years of experience of each team member
Links to or visuals of previous work
Paragraph describing at least 3 similar projects previously undertaken by team, including description of key outcomes.
Country of registration and proof of registration.
Proposed methodology and approach
Please let us know what we should expect in terms of actions, deliverables, and timelines.
Detailed timeline of activities— including actions undertaken by your team and what is required from the UNICEF team— based on the deliverables listed in the ToR.

8. FREQUENCY OF PERFORMANCE REVIEWS
Discussion of performance, strategic direction, and key deliverables to be made in a Skype meeting after each deliverable.

9. CALL FOR PROPOSALS
Please let us know why you are the best fit for this position, covering the capacity of your organization to deliver, your experience, your interest in and dedication to youth-led innovation, and your detailed project proposal.

Please provide a detailed timeline of activities— including actions undertaken by your team and what is required from the UNICEF team— based on the deliverables listed in the ToR.

Please provide a description of your organization and of each team member, including CV of each team member.

Please provide links to, descriptions of, or visuals of 3 examples of previous work, including intended and actual results

Please list country of registration and provide proof of registration.

10. UNICEF RECURSE IN CASE OF UNSATISFACTORY PERFORMANCE
In case of unsatisfactory performance the payment will be withheld 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.

11. INDICATION THAT THE CONSULTANT/INDIVIDUAL CONTRACTOR HAS RECEIVED A COPY OF THIS DOCUMENT OR, ALTERNATIVELY, AN EXPERT OF RELEVANT PROVISIONS INCLUDING THOSE CONCERNING LEGAL STATUS, OBLIGATIONS AND TITLE RIGHTS.

12. CONDITIONS
- The contractor will work on its 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.
- Please also see UNICEF's Standard Terms and Conditions attached.

### Incoterms & Delivery Requested

**Packing**

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### Lead Time & Related Charges

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REQUEST FOR PROPOSAL

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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.

1.1.1UNICEF 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 [Social Innovation curriculum development at UNICEF JORDAN].

1.3 Forecast Schedule
The schedule of the contractual process is as follows:

a) Closing date and time for submission of full proposal: [11:59AM AND 27 MARCH 2017]
b) Questions to be received by: [20 MARCH 2017]
c) Estimated date of Signature of contract: [1 April 2017]
d) Award Notice: [30 MARCH 2017]

1.4 RFP Change Policy
All requests for formal clarification or queries on this RFP must be submitted in writing to [LAMA JABER] via e-mail to [LAJABER@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 [TIME AND DATE] 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 Evaluation

i. Overall Response
1) Overall Response (10 points)
   - general adherence to Terms of Reference and tender requirements

2) Company and Key Personnel (30 points)
   - team member(s) meet academic requirements
   - company meets minimum years of experience
   - company has previously conducted similar work
   - company is properly registered a/o has required certifications, memberships, etc.

3) Proposed methodology and approach (30 points)
   - deliverables are addressed as per TOR
   - proposed timelines are met

Minimum technical score: 70% of 70 points = 49 points

The evaluation criteria will be a split 70% split).

Technical scores to be given based on the above mentioned desired deliverables, whereas commercial scores will relate to price.

b) Price Proposal

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

Score for 30% 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 authorised 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.
A. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Supplier’s signing and returning an acknowledgment 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 with 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 notify 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 coordinated with UNICEF before the payment thereof and UNICEF has, in such 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 expert 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 fulfill 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 expedient means for delivering the goods and (ii) use and expedient 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 UNCTRAL 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 to either Party to arbitrate in accordance with the UNCTRAL 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