REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2017-9128159

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Institutional service contract for Youth Innovation Challenge for Adolescent Health in Mongolia

13 October 2017
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Uranchimeg Badambazar
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : ubadambazar@unicef.org

Date: 13 Oct 2016

Approved By:

Natalie Au-Yeung

Date: 13 Oct 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. LRPS-2017-9128159 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____________________________________________

Date: _________________________________________________

Name & Title: __________________________________________

Company: _____________________________________________

Postal Address: _________________________________________

Tel No: _______________________________________________

Fax No: _______________________________________________

E-mail Address: _________________________________________

Currency of Proposal: __________________________________

Validity of Proposal: ___________________________________

Please indicate 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_____
SPECIAL NOTES

IMPORTANT ESSENTIAL INFORMATION

The reference LRPS-2016-9128159 must be shown on your offer.

THE PROPOSAL FORM MUST BE USED WHEN REPLYING TO THIS INVITATION. FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPOSAL FORM, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION.

Offers MUST be received by latest 15:30 hrs on Wednesday, 26 October 2016. Proposals received after the stipulated date and time will be invalidated.

For your proposal submission, you may submit your response either via email to ulaanbaatar@unicef.org or hard copy.

EMAIL:
For emailed proposals, kindly submit two (2) separate email messages as follows: one (1) email indicating TECHNICAL PROPOSAL in the E-MAIL subject line and one (1) email indicating FINANCIAL PROPOSAL in E-MAIL subject line. All emailed proposals should be submitted to the following email address: ulaanbaatar@unicef.org. Proposals must be received (as verified by the time stamp on the email message) by UNICEF prior to the CLOSING TIME AND DATE.

HARD COPY:
For hard copy submission, proposals shall be sent in one (1) large, sealed envelope and the envelope shall indicate the Bidder#s name and address. Within this large envelope, there should be two (2) separate envelopes labeled as follows: one (1) envelope should indicate TECHNICAL PROPOSAL on the outside and one (1) envelope should indicate FINANCIAL PROPOSAL on the outside.

The envelope shall be addressed as follows:
UNICEF Mongolia, Attn.: Operations Section
UN House, UN Street - 14,Sukhbaatar District
RFP No.: LRPS/MGLA/2016/9128159

Proposals must be dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE. Proposals received in any manner other than as outlined herein, will be INVALIDATED.

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

1.0 UNICEF, the United Nations Children's Fund, an international, inter-governmental 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 is guided by the Convention on the Rights of the Child.

1. Background:

Mongolia has the lowest population density in the world (1.92 people per square kilometer), dispersed over a vast territory of 1.6 million square kilometers. It is the world’s second largest landlocked country and has a continental climate that brings extreme weather conditions, as low as -40°C in winter. While the majority of the population lives in a small number of urban centres, about a third leads a semi-nomadic lifestyle in rural areas, constantly on the move. These geographical characteristics, along with high unit costs and a nascent process of decentralization, present significant operational challenges to service delivery and outreach, especially to vulnerable and marginalized adolescents. The challenge of providing effective quality services and outreach is particularly acute in relation to mental health and sexual and reproductive health, issues still surrounded by stigma and misconception.

UNICEF Mongolia plans to organize an open Innovation Challenge to offer new avenues for engaging and empowering young people as drivers of social change nurturing local innovation and talent, raising awareness around key social issues, generating new ideas and approaches to specific problems and bringing together stakeholders and resources around key challenges for children. Young people often best understand how issues directly affect them and their peers and so can offer useful insights, experiences, opinions and ideas on how to address them. Ultimately, this Challenge seeks not only to empower young people by giving them an opportunity to produce fully-formed innovative solutions or interventions; but most importantly to raise awareness among young people and to engage them in the early years as problem-solvers and change-makers.

2. Rationale

Addressing significant challenges to health service delivery for adolescents calls for innovative approaches and strategies, especially in relation to the hardest to reach, whether due to remoteness and operational or socio-cultural reasons. There is strong evidence supporting a strategy that engages young people themselves in developing innovative solutions to the challenges they face, in particular to ongoing/long standing social issues:

a) Young population
- Out of a three million population, almost two million Mongolians are under the age of 35; one million are under the age of 18.
- Youth and young people in Mongolia are representative of the first generation to have come of age since the democratic transition and in many ways bear the burden of social change.

b) Hyperconnectivity
- The rate of IT penetration among young people increased from 60% in 2010 to 74% in 2014.
- There are in Mongolia about 3,046,149 active mobile phone subscribers, out of which 1,881,783 are smartphone users.
- There are 2,121,900 internet subscribers, 90% of which are households.
- Two-thirds of all Facebook users (a total of 840,000) are under the age of 24.

c) Mental Health:
- 21.3% of children between the ages of 13 and 15 seriously considered attempting suicide during the past 12 months and 9.1% of them actually attempted suicide one or more time during past 12 months.
- 23.1% of students between the ages of 15 and 17 reporting to have excessively used alcohol once or twice.
- 17.5% of youth between the ages of 16 and 17 reported to have smoked once or twice over the last 30 days.

Sexually Transmitted Infections (STI's)
- Young people between the ages of 15 and 24 made up 44.5% of the STI cases reported in
2014 in Mongolia. In addition, people age 24 and younger made up 20% of the reported HIV cases.

- Less than one fourth of youth had comprehensive understanding of HIV prevention while many had significant misconceptions. Compared to 2010, the level of comprehensive knowledge on HIV transmission decreased in 2013 among young males from 26% to 21% and among young females from 29% to 23%.

3. Objectives

By the end of the Innovation Challenge for Adolescent Health, selected adolescents, government entities, donor organizations, CSOs, NGOs and private sector companies will have increased capacity to recognize and respond to mental health and sexual reproductive health issues facing young people. The project specific outputs are as follows:

Output 1
10-15 challenge statements identified by the group of stakeholders including government agencies, CSOs, NGOs, #tech geeks#, companies and youth;

Output 2
20 innovative solutions developed to prevent STIs and HIV, and mental health problems among adolescents and young people, involving extensive number of youth and other stakeholders

4. Purpose of assignment:

UNICEF Mongolia will outsource management of the Open Innovation Challenge to an organization/company experienced in conducting social events that generates innovative solutions to development issues engaging youth. The project will take place over several months, between November 2016 and February 2017.

5. Activities:

The activities need to be conducted both for Mental Health and STI Prevention. The tools and methodologies for the project processes will be proposed by the interested organization/company as part of their bid. While interested organizations/companies are invited to propose the methods and approaches they believe will most effectively meet the project objective, the following broad processes and tools are suggested:

i. Activity #1 (November 2016) (ballpark dates are indicative only).
Identify the challenges to raising awareness and further reducing the high rate of STIs and mental health issues among adolescents with involvement of sector specialists, academics, professionals, service providers, citizens, and other stakeholders. Engage the community and stakeholders around the challenges and introduce useful technologies/methodologies to address them (Output 1).

ii. Activity #2 (November/December 2016):
Conduct formal workshops facilitating practical, creative resolution of problems and design of future solutions. (Output 1).

iii. Activity #3 (January 2017):
Conduct interactive workshops on contemporary methods of defining business models and pitching for startups, including exercises to help participants empathize with end-users, better understand motivations, define and reframe a problem etc. (Output 1).

iv. Activity #4 (January/February 2017):
Coordinate a 24-72 hour event that facilitates the design of technological initiatives for enhancing Adolescent Sexual and Reproductive Health and Adolescent Mental Health,
culminating in a physical pitching, judging and selection of the most innovative, impactful, relevant or promising ideas (Output 2).

6. **Project team**

The overall project implementation will be led by UNICEF Mongolia, in coordination with Waterloo University, Canada and the selected institutional contractor. UNICEF Mongolia has signed a separate partnership agreement with Waterloo University, Canada, whose involvement will commence with the Activity #4.

**Roles of project team**

i. Convener and Local/International Issue Expert: UNICEF Mongolia will provide the programmatic content and data for all stages of the challenge and leverage its convening power to bring together key stakeholders to participate in the process.

ii. Mentors: The University of Waterloo will liaise with its key experts in relevant areas to establish a mentorship relationship with the Mongolian ecosystem throughout the different stages in the challenge. These key experts will participate in the Activity #4 as moderators and will explore possibilities to incubate ideas resulting from the events.

iii. Organizer and Implementer: Institutional contractor

**Other partners/participants:**

Mental health- National Center for Mental Health, National Center for Maternal and Child Health, City Health Department, Public Health Institute, National University of Mongolia, adolescents and youth etc.

STI prevention- National Center for Communicable Diseases, Public Health Institute, National University of Medical Sciences, GFATM project unit, UN Theme Group on AIDS (UNAIDS, WHO, UNFPA), Mongolian Youth Federation, Ministry of Education, Culture and Science, Education Institute, adolescents and youth etc.

7. **Duties and responsibilities with deliverables and timeframe:**

Under the supervision of UNICEF, the institution, is expected to:

Under **Output 1:**

**Activity #1:** Conduct community consultations and workshops to identify the ASRH and mental health challenges with sector specialists, academics, professionals, service providers, citizens, youth and other stakeholders, introduce existing tools and methodologies that may be relevant for developers.

**Deliverables and indicators:**

1. 2 sets of 10-15 challenge statements, surfaced by the group of atypical stakeholders including government agencies, CSOs, NGOs, tech geeks, companies and youth
2. # meetups convened, training and learning sessions conducted
3. # participants attended

**Estimated period:** November 2016

**Activity #2:** Conduct workshops in a formal method for practical, creative resolution of problems and creation of solutions, with the intent of an improved future result.

**Deliverables and indicators:**

1. At least 10 teams formed
2. # training and learning sessions conducted
3. # participants attended

**Estimated period:** November-December 2016

**Activity #3:** Conduct interactive workshops and exercise on contemporary methods of defining
business models and pitching for startups.

Deliverables and indicators:
1. Refined understanding and framing of problems based on deep insights and observation techniques;
2. # results from rapid prototyping and iteration
3. # participants attended

Estimated period: January 2017

Under Output 2:

Activity #4: Coordinate a 24-72 hours event that provides a venue for self-expression and creativity through technology in the service of enhancing Adolescent Sexual and Reproductive Health and Adolescent Mental Health.

Deliverables
1. 20 solutions developed by youth
2. At least 50 youth participated to design and develop ideas for enhancing adolescent sexual and reproductive health (ASRH) and mental health;
3. 10 teams collaborated

Estimated period: January-February 2017

8. Estimated contract duration: 3-4 months
   Start date: November 2016
   End date: February 2017

9. Proposed payment schedule based on deliverables:

These payments will be made based on the recommendation of the UNICEF Project Focal Point(s):

a. 30% on satisfactory organization of Activity #1 within Output 1
b. 30% on satisfactory receipt of deliverables for the whole Output 1 (completion of Activity #2 and #3) and submission of the progress report

c. 40% on satisfactory receipt of deliverable of Output 2 and submission of the Final report

10. Qualifications

Technical background and experience:

Required
- Significant experience in design and implementation of social events that generates innovative solutions to development issues engaging youth;
- A proven track record of facilitating production of successful ideas through innovation events;
- Demonstrated experience designing and developing specific training programs, both formal and informal;
- Demonstrated experience in event organization and facilitating inclusion of diverse stakeholders including government and non-government organizations;
- Demonstrated expertise in use of design methodologies that are solution-focused.
- Copy of the Institutional contractor's state registration document

Preferred
- Experience in developing youth-led innovative solutions to issues affecting young people;
- Proven track record incubating successful ideas to the production stage;
- Awareness of adolescent health issues in Mongolia;
- Good presentation skills.

11. Official travel involved:
No, contracted institution must provide own means of transport to locations in Ulaanbaatar and travel cost should be included in the price proposal.

12. Definition of supervision arrangements and frequency of performance review:

12.1 Direct Supervisor: UNICEF Program Manager - Adolescents and HIV & AIDS Specialist

12.2 Management arrangements:

The Institution will work closely with and the assigned Project Team Leader report on a bi-weekly basis, by soft copy, the assignment progress and bottlenecks to the UNICEF Project Focal Point(s). Report to include:

1. Progress against assignment schedule and deliverables
2. Assignment progress bottlenecks and measures to address them
3. Planned activities for the following reporting term and support required from UNICEF
4. Details of any proposed changes to previously approved assignment timeline with justification (to be approved by UNICEF Project Focal Point(s))

13. UNICEF support: UNICEF will support the institution logistically with supporting letters, in convening meetings when required and provide guidance at all stages of the contract as required.

14. Nature of #Penalty Clause# to be Stipulated in Contract:

Payment of fees to the Contractor under this contractor, including each instalment or periodic payment (if any), is subject to the Contractor#s full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF#s satisfaction, and UNICEF#s certification to that effect. UNICEF reserves the right to withhold up to 30% of the total fee in the case that the deliverables are not submitted on schedule or do not meet the required standard.

15. Technical evaluation criteria to be included

Technical evaluation score 80%
Financial proposal 20%

CATEGORY SCORE (max possible score)

OVERALL RESPONSE (5)
- Understanding of, and responsiveness to UNICEF Mongolia Country Office requirements, Terms of Reference and original Project Proposal (2)
- Detailed workplan (with milestones) and Timeline (1)
- Overall clarity, completeness and quality of the proposal (2)

STANDARD STRATEGY/METHODOLOGY (15)
- Quality of proposed tools, methodologies and administration modalities (10)
- Quality of proposed Implementation Plan, i.e. How the bidder will undertake each task, monitor the implementation and maintain project schedules (5)

PROPOSED TEAM (20)
- Team leader: relevant experience, qualifications, relevant publications, position with firm, and roles (10)
- Team members: relevant experience of similar works and relevance of qualifications (5)
- Copy of the Institutional contractor's state registration document (5)
4 TECHNICAL CAPACITY (40)
- Experience in design and implementation of social events that generates innovative solutions to development issues engaging youth. (10)
- Track record of facilitating production of successful ideas and prototypes through innovation events (15)
- Demonstrated experience designing and developing specific training programs, both formal and informal (5)
- Demonstrated experience in use of design methodologies that are solution-focused (10)

5 BUDGET/FINANCIAL PROPOSAL- Overall price proposal (20)

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 items/services or for items/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 items/services pursuant to a 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 LTAS and/or 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) LTAS/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 suppliers / 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 any thing 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.
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 provides 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...
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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 16, ‘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,
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forthwith, 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 subcontractors. 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 to 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.

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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.