

INVITATION TO BID FOR SERVICES

LIBS-2017-9130622

11 March 2017


UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a bid for

Long Term Agreement for Colour digital photographic coverage of children in Montenegro for the UNICEF Montenegro promotional materials, website, publications and campaigns

THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:



Date: 10.03.2017

Fuad Dzafic

(To be contacted for additional information, NOT FOR SENDING BIDS)

Email : fdzafic@unicef.org

Approved By:



Date: 10.03.2017

Kosa Buskovic

INVITATION TO BID FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF. The Bid must be made in accordance with the instructions contained in this Invitation to Bid for Services (ITBS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this ITBS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this ITBS.

INFORMATION

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

The Undersigned, having read the Terms and Conditions of ITBS No. **LIBS-2017-9130622** 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 _____

Other Trade Discounts: _____

Delivery terms :

Item	Service Description	Quantity	Unit	Unit Price	Price
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10 Special shooting event # price per event

Special event photographed a minimum of 25 colour and b/w digital images in high resolution (300 pixels/inch: minimum size 3000 x 1900 pixels; TIF format) and the same selection in lower resolution (1000 pixels longer edge, JPG format) delivered to UNICEF office at the same day .

Posted photos on UNICEF Facebook page immediately after the event.

All digital photographs contain complete caption information in #file info#. Caption information consists of: date, place, subject names and age, and brief description of the situation photographed.

The sets of digital images delivered on flash drive (USB) together with caption information.

Special shooting event	1	PU			
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20 Shooting day # price per day

For the purposes of a providing photos for publications, promotional materials, website or campaigns, a minimum of 35 colour and b/w digital images in high resolution (300 pixels/inch: minimum size 3000 x 1900 pixels; TIF format) and the same selection in lower resolution (1000 pixels longer edge, JPG format) photos delivered to UNICEF office a day after.

All digital photographs contain complete caption information in #file info#. Caption information consists of: date, place, subject names and age, and brief description of the situation photographed.

The sets of digital images delivered on flash drive (USB) together with caption information.

Photography subject release forms signed by parents or legal guardians of children under the age of 18 delivered to UNICEF Montenegro Office together with the images.

Shooting day	1	PU			
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30 Transport for shooting outside Podgorica

price per km

Prices should be rounded up to 2 decimal places

Transport for shooting outside Podgorica	1	KM			
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SPECIAL NOTES

IMPORTANT-ESSENTIAL INFORMATION

Bids must include:

- a) Completed Invitation to Bid form
- b) Completed Supplier Profile Form along with the documents required
- c) CVs of key personnel
- d) Sample of photos related to child rights/human rights.
- e) Lead time (time needed to respond to UNICEF order)

Please submit signed hard copies of all documents in a sealed envelope marked #LIBS-2017-9130622

- Colour digital photographic coverage of children in Montenegro for the UNICEF Montenegro promotional materials, website, publications and campaigns# to the following address:

UNICEF Country Office in Montenegro
Stanka Dragojevica bb, UN Eco House,
81000 Podgorica, Montenegro

Bid form must be used when replying to this invitation. The reference LIBS- 2017-9130622 must be indicated on the envelope.

Prices must be given in EUR and fixed for the 24 months from the date contract is signed. Price should be given without tax as UN Agencies are tax exempt for the purchasing of goods and services.

Bids must be received by 17:00 hrs on 24 March 2017. Bids received after the stipulated date and time will be invalidated.

All bidders are invited for the public opening of the bids. The public opening will be held on 27.03.2017, at 11.00 hrs in UNICEF premises, Stanka Dragojevica bb, Podgorica (UN ECO House).

It is important that you read all the provisions of the bid, to ensure that you understand UNICEF's requirements and can submit an offer in compliance with them. Note that failure to provide compliant offers shall result in invalidation of your bid.

As a result of the solicitation process, a two-year LTA/LTAs will be issued with possible extension of up to 12 months, provided supplier performance has been satisfactory and prices have been reviewed and found to be competitive at the time of extension. This will be a time-bound LTA.

The LTA/LTAs may be shared with other UN Organizations in Montenegro, and therefore result in POs issued by other offices under the same terms and conditions.

Please note that UNICEF has right to enter into LTAs with more than one supplier and the right to split the award of contracts/purchase orders towards LTAs among the LTA/LTAs holders if this is in UNICEF's best interest. Therefore the LTA entered into should be considered non-exclusive and does not constitute a commitment from UNICEF's side to place any purchase order/contract towards the LTA/LTAs.

In accordance with UNICEF Rules and Regulations the award and the reasons for making the award are UNICEF's internal decision and information about other bidders or their bids must not be divulged.

TERMS OF REFERENCE

Colour digital photographic coverage of children in Montenegro for the UNICEF Montenegro promotional materials, website, publications and campaigns

1. Background and Context

In Montenegro, the overall goal of the UNICEF Country programme for 2017-2021 signed with the Government of Montenegro is to contribute to enhancing equitable systems for the progressive realization of the rights of children in Montenegro, with special focus on children affected by poverty, adversity and exclusion.

The programme 2017-2021 will achieve these goals through accompanying government reforms and further developing the most-needed capacities, and by shifting social norms and shared societal expectations towards the realization of child rights. It will enable linking the Montenegro policy environment with global knowledge and science on child development. Strategies will focus on advocacy, policy advice and capacity development.

Communication for development is a key strategy for programme implementation. Photo coverage of children, young people and families is essential for conveying appropriate messages to different audiences effectively.

With a view to supporting the implementation of the programme, national institutional consultancy for colour digital photographic coverage of children in Montenegro for the UNICEF Montenegro promotional materials, website, publications and campaigns is required.

2. Purpose and Objective

To provide colour digital photographic coverage of children for UNICEF Montenegro promotional materials, website, publications and campaigns. The photos should be of high quality and resolution so that they can be used for various purposes including on billboards if needed.

3. Technical Approach

·The consulting agency provides all necessary photographic equipment and, on completion, agrees to provide digital images on flash drive (USB) to UNICEF Montenegro Office as soon as possible.

·UNICEF Montenegro Office has first selection rights to all original photos taken on this assignment, with concomitant world rights to the selected images in perpetuity. All images are property and copyright of UNICEF including the ones that UNICEF does not select.

·Together with the photos, the consulting agency is to submit photography subject release forms signed by parents or legal guardians of children under the age of 18 to UNICEF Montenegro Office.

·Photos will be taken in all parts of Montenegro depending on the needs of UNICEF Montenegro throughout the year.

4. Support provided by UNICEF:

·Briefing and detailed explanation of the kind of photos needed and help in defining the best contents of photos for different purposes.

·Photography release forms.

·Possibly assistance in acquiring access to specific locations (schools, etc.) in the form of a letter confirming that the photographer is on an assignment commissioned by UNICEF.

5. Description of services

SERVICE DESCRIPTION

1. Special shooting event # price per event

Special event photographed a minimum of 25 colour and b/w digital images in high resolution (300 pixels/inch: minimum size 3000 x 1900 pixels; TIF format) and the same selection in lower resolution (1000 pixels longer edge, JPG format) delivered to UNICEF office at the same day .

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All digital photographs contain complete caption information in #file info#. Caption information consists of: date, place, subject names and age, and brief description of the situation photographed.

The sets of digital images delivered on flash drive (USB) together with caption information.

2. Shooting day # price per day

For the purposes of a providing photos for publications, promotional materials, website or campaigns, a minimum of 35 colour and b/w digital images in high resolution (300 pixels/inch: minimum size 3000 x 1900 pixels; TIF format) and the same selection in lower resolution (1000 pixels longer edge, JPG format) photos delivered to UNICEF office a day after.

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The sets of digital images delivered on flash drive (USB) together with caption information.

Photography subject release forms signed by parents or legal guardians of children under the age of 18 delivered to UNICEF Montenegro Office together with the images.

3. Transport for shooting outside Podgorica # price per km

(Prices should be rounded up to 2 decimal places)

6. Requirements and Competences:

Experience:

- At least 3 years of professional experience in in photography related to child rights/human rights
- Experience in making photos of children for similar purposes or cooperation with UNICEF is considered as advantage

Minimum HR requirements:

- At least 2 professionals with at least 5 years of experience in photography;

7. Award /Adjudication of Bids

The Long Term Arrangement(s) will be awarded to the Bidder(s) offering a combination of the high quality services, shortest lead time and prices. For this particular ITB the criteria for adjudication are the flowing:

- a) Relevant experience and personnel qualifications (based on the provided evidence of previous work and references)

- b) Shortest lead time
- c) Price

SPECIAL TERMS AND CONDITIONS

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

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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 fulfil 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 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.

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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.