1.0 STANDARD OF CONDUCT

a) General: The construction company shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each construction company’s employee is expected to adhere to standard of conduct that reflect credit on themselves, their employer and UNICEF. UNICEF Janakpur reserves the right to direct the Construction Company to remove and employee from the worksite for failure to comply with the standard of conduct. The Construction Company shall immediately replace such an employee to maintain continuity of services at no additional cost to the UNICEF.

b) Neglect of duties shall not be condoned: This includes sleeping while on duty, unreasonable delays, or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

c) Timeline for completion of the project: The timely achievement of the project is of utmost importance for UNICEF. A contractual timeline will be part of the agreement signed with the successful bidder. Penalties for delays will be strictly enforced as per the applicable rate of Government of Nepal.

d) Disorderly conduct, use of abusive or offensive language, Quarrelling, intimidation by words, actions, or fighting shall not be condoned. Also not condoned is participation in disruptive activities which interfere with normal and efficient UNICEF Operations.

e) Intoxicants and Narcotics: The Construction Company shall not allow its employees while on duty to possess, sell, consume or be under the influence of intoxicants, drug or substances which produce similar effects.

f) Criminal Actions: The law will be applied to the Construction Company’s employees incurring in criminal actions. Including but not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction or any official documents or records or concealment of materials facts by willful omission from official documents or records; unauthorized use of UNICEF property, theft, vandalism, or immoral conduct; security violations; unethical or improper use of authority or credentials; and organizing or participating in gambling in any form.

h) Child Labor: UNICEF has zero tolerance to child labor, and this should not be condoned by the contractor. All workers on site should be at least 18 years old.

2.0 POLICY STATEMENT TO BE SIGNED AND STAMPED

a. UNICEF supports the goals of the UN Global Compact

The UN Global Compact is a strategic policy initiative for business that are committed to aligning their operations and strategies with ten universally accepted principles in the areas of human rights, Labour, environment, and anti-corruption.

Human Rights
- Principal 1: Business should support and respect the protection of internationally proclaimed human rights; and
- Principal 2: Make sure that they are not complicit in human rights abuses.

Labour
- Principal 3: Business should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- Principal 4: The elimination of all forms of forced and compulsory labour
- Principal 5: The effective abolition of child labour; and
- Principal 6: The elimination of discrimination in respect of employment and occupation.

Environment
- Principal 7: Business should support a precautionary approach to environmental challenges.
- Principal 8: Undertake initiatives to promote greater environmental responsibility; and
- Principal 9: Encourage the development and diffusion of environmentally friendly technologies.

Anti-Corruption:
- Principal 10: Businesses should work against corruption in all its forms, including extortion and bribery.

Further information is available on this website in different languages: http://www.unglobalcompact.org
b. UNICEF renounces all forms of terrorism and money laundering

UNICEF renounces all forms of terrorism and will never knowingly support, tolerate, or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269(1999), S/RES 1368(2001) and S/RES1373 (2001) and the Government of Nepal, UNICEF is firmly committed to the international fight against terrorism and particularly against the financing of terrorism. It is the policy of UNICEF to seek to ensure that none of its and its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. Therefore, UNICEF will match their suppliers and Service providers against the Sanctions list regularly. By submitting an offer, suppliers and service providers agree to this.

3.0 SAFETY AND INSURANCE POLICY

Construction company shall execute all work in accordance with recognized procedures and guidelines to minimize accidents, protect lives and property, as well as the environment within which it operates. The company shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this project. The construction company 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 project. The Contractor represents that the liability insurance includes sub-contractors. The construction company 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 about the provision of work under this project or the operation of any vehicles or other equipment owned or leased by agents, servants, employees or sub-contractors performing work or services on this project.

4.0 QUALITY CONTROL

The Construction Company shall institute an appropriate inspection system including control tables of duties to ensure the predetermined duties are carried out by their staff. Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Construction Company shall be brought to the attention of UNICEF’s representative on site for disposition. It is Mandatory that all materials should conform to the specifications / standards listed in the drawings and BOQ. All materials shall be subjected to quality checks and certified okay by UNIEF’s designated personnel before use. Any change in specification must be extensively discussed with UNICEF.

5.0 INDEMNIFICATION

UNICEF shall not be held liable for any negligence of the contractor in discharging his/her responsibilities. UNICEF shall take steps to be indemnified should the negligence be considered significant.

The contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF shall protect 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, officers, agents, servants and sub-contractors in the performance of this project.

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, it’s employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this project Agreement.

6.0 WARRANTY

The entire project shall be guaranteed for a period of one month. Within this month Contractor shall be responsible for any malfunctioning, leakages, and others considered as negligence on the part of the contractor. The contractor shall take steps to address such challenges at no cost to UNICEF. The contractor shall be held more liable.

Note: No job out of the scope of the BOQ shall be allowed without the written permission of UNICEF officials. Officials in this regard are operations staff (UNICEF). The request shall be routed through the Supply team. Any lump sum fund allocated shall only be expended with the written permission of these UNICEF officials.