

REQUEST FOR QUOTATION FOR SERVICES

LRQS-2023-9186867

10 November 2023

UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to invite you to submit a quotation for

**Mejora de los servicios esenciales de agua, saneamiento e higiene (ASH) en el centro educativo que sirve como albergue en la Comunidad de Fruta de Pan, Municipio de Rosita**

Offers are invited by 28 November 2023 for the supply of:

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**SCHEDULE NO: 1 FRUTAPAN**

**10 Contratación Obra Escuela**

Términos de Referencia

Contrato de Servicio

1. Nombre de la Consultoría: Mejora de los servicios esenciales de agua, saneamiento e higiene (ASH) en el centro educativo que sirve como albergue en la Comunidad de Fruta de Pan, Municipio de Rosita

2. Tipo de Contrato: Institucional, nacional

3. Lugar de Contratación: Managua, Nicaragua

4. Lugar de Desarrollo del Contrato: Comunidad Indígena de Fruta de Pan, Municipio de Rosita, Región Autónoma de la Costa Caribe Norte (RACCN)

5. Duración del Contrato: 40 días hábiles

6. Antecedente:

Nicaragua es un país altamente vulnerable ante los efectos de los fenómenos naturales y la crisis climática lo que afecta a la niñez y su familia por la pérdida de sus hogares, sus medios de vida, riesgo a enfermedades, la falta de servicios básicos de agua-saneamiento-higiene, y sus procesos educativos se ven interrumpidos por el uso de los centros educativos como albergues temporales donde muchas veces son expuestos a otros tipos de peligros.

En las comunidades afectadas, la prioridad es el deber humanitario, la protección y seguridad de la población por lo que los centros educativos son los que muchas veces brindan las mínimas condiciones

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para albergar a los afectados, ya sea porque la propia población la percibe como área segura o porque en la comunidad no existe otro local que cuente con los mínimos requerimientos sanitarios, de espacio y cocina, cuando se tiene. Por eso, deben de contar con las condiciones sanitarias para que puedan ser empleadas como albergues temporales.

### 7.1 Objetivo General

Mejorar el acceso a agua, saneamiento e higiene en el centro educativo que sirve como albergue en la comunidad de Fruta de Pan para que la infraestructura sanitaria pueda ser utilizada durante una emergencia, contribuyendo a la mejora de las capacidades de resiliencia de la población afectada.

### 7.2 Objetivos Especificos

# Ejecutar obras menores para proveer de infraestructura sanitaria al centro educativo de Fruta de Pan para que cuente con acceso a servicios esenciales de agua, saneamiento e higiene.

# Elaborar una cartilla grafica que describa las actividades para dar mantenimiento a las obras sanitarias que se construirán en el centro educativo de Fruta de Pan para asegurar la prestación de servicios adecuados durante las emergencias.

# Desarrollar un proceso de capacitación al personal que se designe para la operación y mantenimiento de las infraestructuras sanitarias a construirse en el centro educativo de Fruta de Pan.

La información básica sobre el centro educativo a ser habilitado es:

Nombre del Centro Educativo: Fruta de Pan  
 Localización 13.91439 -84.43982  
 Comunidad/Municipio: Fruta de Pan/Rosita  
 Población a Albergar 320

A continuación, se presenta el estado actual de las infraestructuras de ASH en el centro educativo de Fruta de Pan:

Nombre del Centro Educativo: Fruta de Pan  
 Comunidad: Fruta de Pan/Rosita  
 Agua: No hay servicio de agua  
 Saneamiento: Se dispone de una letrina  
 Higiene: No hay acceso a higiene

### 8. Alcance de los Servicios

Se debe de tomar en consideración que en la construcción de las infraestructuras sanitarias deben usarse materiales duraderos, resistentes a posibles impactos de huracanes e inundaciones, y a prueba de

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corrosión. Se solicita que toda la grifería sea de tipo industrial por el uso que se le dará durante las emergencias. También deben de emplearse criterios de construcción normados para zonas vulnerables a huracanes e inundaciones del Ministerio de Infraestructura y Construcción (MTI) y las Normativas técnicas Obligatorias Nicaragüenses (NTON).

Se recomienda la contratación de mano de obra de la zona para incentivar la economía local y la apropiación comunitaria. Las mejoras en las infraestructuras de ASH a ejecutar para el centro educativo de Fruta de Pan se detallan a continuación:

8.1 Obras Propuestas para Mejorar las Condiciones de ASH en el Centro Educativo de Fruta de Pan, Rosita

Componente Obras Para Ejecutar

Agua

1. Perforación de un pozo y equipamiento con bomba de mecate (PPBM) siguiendo los criterios de la Normativa Técnica Obligatoria Nicaragüense (NTON 09-007-19). La localización del pozo debe de cumplir la Normativa Técnica Obligatoria nicaragüense (NTON 09-006-11).

2. Análisis de una muestra del agua del pozo que ha sido perforados (pH, salinidad, turbiedad, color, conductividad, solidos totales disueltos, hierro, manganeso, arsénico, coliformes termotolerantes y coliformes totales). Los análisis deben de realizarse por un laboratorio certificado o por el Ministerio de Salud.

3. Cercar con malla y techar el área del pozo (aproximadamente 9 m2). La malla debe pintarse con pintura anticorrosiva en color celeste, el resto de los componentes metálicos también deben ser pintados con pintura anticorrosiva.

4. Instalación de un SCALL o Sistema de Recolección de Agua de Lluvia de 16,5 m de longitud aproximadamente acoplado a un tanque tricapa de 5,000 litros, que deberán de estar encadenado sobre una base de concreto o torre de perlínes.

5. Del SCALL y del pozo perforado deberá de derivarse una red de 15 metro lineales para el suministro de agua en la estación de lavado de manos a construirse.

Saneamiento e Higiene

1. Construcción de dos letrinas privadas tipo VIP semielevadas con fosa séptica sellada, una para el uso de niñas y la otra para los niños las cuales deben de estar situada en una distancia cercana al pabellón escolar. Acceso con gradas y pasamanos. El tubo de ventilación debe tener 2 pulgadas de diámetro interno.

2. Instalación de una estación de lavamanos doble a un costado de la batería sanitaria y colocación de un

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pozo de absorción para los efluentes de aguas grises que se generen.

Otros Alcances

1. Las goteras de los techos deben ser reparadas.
2. Cambio de seis láminas de zinc.
3. Reemplazo de un perlin de 3 metros de longitud.
4. Elaboración de una cartilla grafica que describa las actividades para operar y mantener las obras sanitarias la cual debe ser a colores, plastificada y en los idiomas Mayagnas y español para que ayude al mantenimiento preventivo, y la prestación de servicios adecuados durante una emergencia.
5. Desarrollar un proceso de capacitación al personal que se designe para la operación y mantenimiento de los sistemas sanitarios.
6. Demolición y disposición de los escombros de letrinas existentes.

9. Preguntas de Aclaración

Se podrán solventar dudas o aclaraciones entre el periodo del 13 al 24 de noviembre del 2023 enviándolas al Lic. Sergio Saenz con la siguiente dirección electrónica: [sesaenz@unicef.org](mailto:sesaenz@unicef.org) colocando el asunto del correo: Acceso a infraestructuras esenciales de ASH en el centro educativo de Fruta de Pan.

Para el proceso de oferta se estará llevando a cabo una visita de campo de acuerdo con la siguiente calendarización:

Centro Educativo: Fruta de Pan

Localización: Comunidad Fruta de Pan, Municipio de Rosita

Hora: 8:00 a.m.

Fecha: 21 de noviembre del 2023

Para confirmar la participación de los oferentes en la visita de campo se deberá remitir un mensaje al Lic. Sergio Saenz ([sesaenz@unicef.org](mailto:sesaenz@unicef.org)) a más tardar el viernes 17 de noviembre a las 8:00 a.m. Se solicita puntualidad, el o la oferente o las empresas que no estén a la hora indicada, no podrán participar en el proceso. Durante la misma se indicarán los trabajos a realizar y se aclararán las dudas que pudiesen generarse. En la visita se entregará una hoja de certificación de asistencia a la visita.

El o la oferente dispondrá de su propio medio de transporte para sus desplazamientos y correrá con sus gastos. Las y los oferentes podrán incluir los costos de movilización y visitas de campo en la propuesta económica.

10. Instrucciones para Presentar una Oferta

La oferta se deberá enviar dentro de las fechas establecidas, tomando en cuenta la hora límite del último día para su recepción. Fecha máxima de recepción 28 de noviembre del 2023 a más tardar a las 17:00 horas, hora de Nicaragua.

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La oferta y documentos deben ser remitidos al Lic. Sergio Saenz con el siguiente correo electrónico: [sesaenz@unicef.org](mailto:sesaenz@unicef.org) colocando en el asunto del correo: Acceso a infraestructuras esenciales de ASH en el centro educativo de Fruta de Pan.

Los documentos de la oferta deben remitirse en formato PDF, y en formato de Excel para el caso de los cuadros de Cotización (Cuadros de Presupuesto). Todos los documentos deben enviarse foliados con firma y sello del o la contratista o la empresa y debe indicar claramente el tiempo de la validez de la oferta. Se debe de tomar en cuenta el orden de los servicios de construcción a realizar; además de contener la oferta de manera consolidada por el conjunto de las obras y por cada actividad del componente de obras (agua, saneamiento e higiene). Además, se requiere presentar el cronograma de ejecución de las obras a realizar. Las ofertas no serán recibidas por el Fondo de Naciones Unidas para la Infancia (UNICEF) posterior a la fecha límite de recepción.

#### Oferentes Elegibles

Todo potencial oferente que cumpla con los requisitos legales y reglamentarios estará en posibilidad de participar en los procedimientos de contratación administrativa en condiciones de igualdad y sin ninguna restricción no derivada de especificaciones técnicas y objetivas propias del objeto solicitado.

Son elegibles para participar en esta licitación todos los oferentes que cumplan con lo establecido en los presentes términos de referencia y que se encuentren en pleno ejercicio de sus derechos civiles y mercantiles; de igual manera UNICEF, se reserva el derecho de realizar evaluación de honorabilidad previa al contratista o las empresas oferentes, como parte de sus procesos de selección, y definir por medio del comité de adjudicación dar continuidad o descartar su participación.

UNICEF se reserva el derecho a negociar, aceptar o rechazar cualquiera o todas las ofertas a su entera discreción y llevar a cabo o actuar sobre las respuestas que considere conveniente, algunos causales de rechazo de ofertas, pueden ser:

- # No cumplir con los requisitos esenciales que permitan una comparación efectiva de la misma, tener situaciones/reclamos legales,
- # No tener documentos tributarios o legales al día,
- # No cumplir con los requerimientos técnicos mínimos,
- # No incluir dentro de la oferta los montos de gastos indirectos relacionados a la presentación de ofertas,
- # Tener litigios legales,
- # Entregar las ofertas o documentos fuera de tiempo y no en la forma requerida,
- # Cuando la actividad mercantil no corresponda a la del proceso en cuestión,
- # Cuando un mismo oferente participe con más de una empresa de su propiedad o representación,
- # Cualquier otra situación que contravenga los intereses y/o lineamientos internos de los programas de UNICEF.

Todas las ofertas serán irrevocables a partir de la fecha de cierre de la recepción de cotizaciones. Las conversaciones y el diálogo competitivo pueden llevarse a cabo con los proveedores preseleccionados.

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11. Periodo de Validez y otros Requisitos

La duración estimada del proyecto es de: 40 días hábiles (Fechas estimadas: 08 de enero al 01 de marzo del 2024).

La presente oferta debe asegurar los estándares internacionales de transparencia, libre competencia y participación; donde se seleccionará a la mejor oferta recibida, tanto técnica como económica.

Adjudicando a una empresa o contratista con experiencia demostrada en obras de rehabilitación de infraestructura en agua y saneamiento en la Región Autónoma Costa Caribe Norte.

El o la Oferente deberá enviar documentación de respaldo que demuestre que el personal a trabajar en dichas obras no tiene problemas con la justicia y no ha estado involucrado en problemas de explotación y abuso sexual o violencia intrafamiliar (Certificado de policía). El contratista o la empresa son los encargados del pago de la remuneración económica y beneficios laborales al personal a trabajar en dichas obras, incluyendo el pago de seguros.

12. Requisitos para la Propuesta Técnica

# Conocer los presentes Términos de Referencia en su totalidad, así como los demás documentos que conforman la presente oferta.

# La oferta y todos los documentos a presentarse deben ser cuidadosamente redactados, en español y no deben contener errores, adiciones, borrones, raspaduras, ni enmiendas.

# Los cálculos se efectuarán con dos decimales expresados y consignados en córdobas.

La propuesta técnica debe incluir:

# Carta de aceptación para participar en el proceso detallando la Representación legal de la empresa o contratista (Nombre completo, número de teléfono, dirección electrónica) y de aceptación plena de los presentes términos de referencia y de las especificaciones técnicas.

# Las o los Oferentes deberán presentar otra carta de oferta con los servicios de rehabilitación o construcción de las obras a ejecutarse, indicando el costo total de los trabajos a realizar y el tiempo de ejecución en días.

# Cronograma: indicando los trabajos a realizar en el tiempo indicado.

# Integración de costos: se debe adjuntar una integración de costos por cada uno de los servicios de rehabilitación o construcción, estos deben contener todos los trabajos descritos en la tabla de obras a ejecutar.

# Plan de trabajo: en esta sección se debe describir la metodología de los trabajos a realizar, el tiempo (cronograma) para la ejecución de dichos trabajos y el equipo técnico humano propuesto.

# Hoja de vida Personal o Empresarial (CV), así como del personal considerado para el desarrollo de dicha contratación de servicios, incluyendo certificado de conducta de la policía.

# Cuadro con el detalle de trabajos similares realizados en la Región Autónoma Costa Caribe Norte y documentos de sustento de la experiencia indicada en actividades similares a las requeridas en los presentes Términos de Referencia.

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# Información sobre principales clientes con evidencias (Actas de recepción, finiquitos, actas de finalización de obras).

# Información sobre principales proveedores con evidencias (Facturas, contratos, referencias empresariales y/o personales).

13. Requisitos para la Propuesta Financiera

# Presupuesto de cada una de las obras, en Excel.

# Resumen de cada una de las obras.

# Desglose de costos de cada una de las obras.

# Cronograma de ejecución, integrado a costos.

# Resumen de costos de todas las obras que componen el paquete de obras.

Las ofertas deben ser cuidadosamente redactadas, y se presentarán, debidamente firmadas y selladas. Si no se proporciona toda la información anterior, el o la oferente PODRA SER DESCALIFICADO.

14. Otros Documentos

Los siguientes documentos deben de ser también incluidos previa legalización:

# Fotocopia escaneada del Nombramiento de Representante legal y documento de identificación.

# Fotocopia RUC actualizado y una fotocopia de factura.

# Comprobante de cuenta bancaria en córdobas. El comprobante de la cuenta debe contener el nombre de la cuenta persona natural, número de la cuenta, tipo y moneda solo para efectos de verificación; dicho comprobante puede ser un cheque anulado, un pantallazo de la sucursal electrónica.

# Cedula de identidad.

15. Criterios de Evaluación de las Ofertas

Propuesta: Técnica (80%)

Descripción del Contenido

Documentos de Respaldo de Ejecución de Proyectos de Infraestructura sanitaria y/o remodelaciones de obra civil, (contratos, finiquitos, actas de recepción de proyectos,

Mínimo 3 proyectos realizados.

Puntuación Máxima. 15

Puntaje Obtenido

Cartas de Referencia sobre la Ejecución de Proyectos de infraestructura sanitaria y/o remodelaciones de obra civil en la Región Autónoma Costa Caribe Norte (Mínimo 3 Cartas).

Puntuación Máxima. 15

Puntaje Obtenido

Los servicios de construcción de las obras llenan los requisitos técnicos, legales, administrativos, de recursos humanos y de calidad solicitados en estos términos de referencia.

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Puntuación Máxima. 50

Subtotal 80

Financiera (20%) Monto ofertado 20

Subtotal 20

Total 100

Cualquier tentativa por parte de un oferente de influir durante el proceso de valoración de ofertas, visita de campo, la aclaración, la evaluación y comparación de las cotizaciones, de obtener información sobre el estado del procedimiento o de influir a UNICEF Nicaragua en su decisión referente a la concesión, dará lugar al rechazo inmediato de la oferta.

#### 16. Periodo de Validez de la Oferta

Los oferentes estarán obligados a mantener sus ofertas, desde la presentación de la oferta hasta la finalización del contrato que se lleve a cabo para la formalización del evento.

#### 17. Divisa de la Oferta

Las ofertas deberán presentarse en córdobas y sin incluir IVA ni ningún otro impuesto.

#### 18. Apertura, Evaluación de las Ofertas y Criterios de Selección

La apertura y evaluación de las ofertas tienen el fin de comprobar si estas cumplen con todos los requerimientos exigidos. La consecuente evaluación de las ofertas será realizada por un comité conformado por personal de UNICEF Nicaragua de diferentes áreas, para tener una visión integral del análisis de las ofertas recibidas, y de las capacidades de los oferentes. Reservándose el derecho de proporcionar los resultados de la evaluación a los diferentes oferentes del proceso, así como la información personal de los miembros del comité de adjudicación.

#### 19. Tiempo de Ejecución

El plazo que el oferente o contratista tendrá para la ejecución de la obra será de 40 días hábiles máximo. Dicho tiempo de ejecución se cuenta a partir de la firma del acta de Inicio. Este plazo podrá ser prorrogado si las causas que originan el atraso en la construcción están fuera del alcance del contratista y que se evidencie que este haya trabajado de manera diligente.

#### 20. Alcances de las Obras

# El contratista debe respetar la condición de que los materiales a utilizar deben ser los más resistentes a la corrosión y a la vulnerabilidad de las infraestructuras por las condiciones climáticas y la ocurrencia más frecuente de huracanes, tormentas e inundaciones. Es decir que se debe de garantizar que cada uno de los materiales utilizados en la rehabilitación o construcción cumpla con las normas de calidad del Ministerio



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de Infraestructura y Transporte (MTI) y las Normativas técnicas Obligatorias Nicaragüenses (NTON) lo cual será comprobado constantemente durante la ejecución y entrega de las obras.

# Se deberá de presentar planos finales de la rehabilitación realizada, para facilitar procesos de operación y mantenimiento.

# En cuanto a la pintura, esta deberá ser para exteriores e interiores según sea el caso. Además, deberá ser lavable.

# No se aceptarán cobros por obras adicionales que el contratista no haya contemplado en la visita de campo y que no estén definidos en las especificaciones de cada obra descritas en el contrato firmado con UNICEF.

# El contratista debe respetar lo establecido en las especificaciones normadas por la legislación nacional para cada una de las obras de infraestructura, garantizando: dosificaciones, resistencias, medidas y calidad de los materiales, en ningún momento el contratista argumentará desconocimiento a las especificaciones o discrepancia en torno a estas. En caso de alguna omisión, contradicción o error en estas, el contratista lo debe notificar y hacer la recomendación que considere conveniente.

# El contratista asegurará que por cada obra que se adjudique a su empresa deberá contar en campo con al menos un técnico o profesional del campo de la ingeniería civil con experiencia en el desarrollo de proyectos de infraestructura general, de la misma manera el contratista velará por que tanto los encargados de obra como los albañiles, fontaneros que estén a su cargo, cuenten con el conocimiento y experiencia suficiente para desempeñar estos trabajos. UNICEF no permite la contratación de personas menores de 18 años.

El Contratista deberá contar con Libro de Bitácora foliado y con el respectivo sello de habilitación de este por parte del supervisor de obras de UNICEF.

El Contratista contará con los recursos humanos, herramientas, equipos e instrumentos necesarios para el buen término de esta consultoría según los objetivos y alcances del estudio. También proveerá a su personal del equipo de protección personal.

## 21. Garantías y Formas de Pago

El Contratista, deberá de contemplar el contar con garantías (Fianzas) para el desarrollo de los trabajos que está ofertando, siendo estas las siguientes:

# De anticipo: Esta garantía se dará al momento de recibir el pago de anticipo del contrato, mediante una fianza igual al 5% del valor del anticipo, esta tendrá validez a partir del momento de la firma del contrato.

# De cumplimiento: La garantía de cumplimiento será presentada al formalizar el contrato, a través de una

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fianza equivalente al 5% del monto total del contrato y tendrá como vigencia un periodo igual al de la duración de los trabajos. Se hará efectiva al ocurrir cualquiera de las siguientes causas:

- a. Incumplimiento de parte del Contratista de cualquiera de las obligaciones establecidas en el Contrato.
- b. Fallas o desperfectos que aparecieran durante la ejecución del contrato, antes de que se constituya la garantía de conservación.
- c. Problemas y gastos por disminuciones y/o pérdidas como por ejemplo los vecinos, los trabajadores, proveedores, transportistas y otros.

Se realizará un anticipo que se considera el primer pago, y de cuatro pagos más conforme el avance físico de la obra.

# Un primer pago del 30% del valor por el que fuese adjudicado el contrato, y se hará contra entrega de la fianza de anticipo y cumplimiento.

# Un segundo pago del 20% del valor por el que fuese adjudicado el contrato, contra un avance físico aproximado del 30%, para ello se hace necesario presentar, por parte del contratista cuadro de estimación de trabajos, relacionando su ejecución física y su ejecución financiera, para lo cual se presentará informe del supervisor del contratista y una carta de la supervisión de UNICEF validando dicha información.

# Un tercer pago del 20% del valor por el que fuese adjudicado el contrato, contra un avance físico acumulado del 90%, para ello se hace necesario presentar, por parte del contratista cuadro de estimación de trabajos, relacionando su ejecución física y su ejecución financiera, para lo cual se presentará informe del supervisor y una carta de la supervisión de UNICEF validando dicha información.

# Un cuarto pago del 15% del valor por el que fuese adjudicado el contrato al contar con el 100% de avance acumulado, es decir las obras finalizadas a satisfacción de UNICEF. Para este pago será requisito la presentación de los siguientes documentos.

# Actas de recepción de las obras, firmada por los profesionales responsables del Programa y de la Supervisión de Obras de UNICEF, y personal designado por el GRACCN (Gobierno Regional Autónomo de la Costa Caribe Norte), Alcaldía de Rosita y la Delegación del Ministerio de Educación.

# Finiquito firmado personal designado por el GRACCN y Alcaldía de Rosita, donde se de fe que la empresa constructora se encuentra de solvente de todo tipo de pago de alimentación, y otros gastos en que puedan incurrir en la comunidad donde se encuentra localizado el centro educativo Fruta de Pan.

# Copias de actas de cambio y/o adicionales, dado el caso existieran.

# Presentar informe final con fotografías de cada obra, con visto bueno del responsable de la supervisión de UNICEF (Informe Físico y Digital).

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# Un quinto y último pago del 15%, el cual se entregará como pago final después de dos meses de finalizada las obras en el centro educativo como garantía por vicios ocultos.

Todos los desembolsos por pagos se tramitarán previa entrega del contratista de una solicitud y un informe descriptivo y con fotografías que reflejen el avance de las obras; el cual deberá contener el Vo.Bo. de la persona que UNICEF acredite oficialmente por escrito para este propósito. No se tramitará ningún pago si el contratista no presenta el informe respectivo.

Sanciones Si el contratista no finaliza el trabajo encomendado en la fecha de vencimiento del plazo o prorroga, se les impondrá una sanción equivalente a 2,000 córdobas por cada día de atraso, durante los primeros quince días. Después de esta fecha le corresponderá 5,000 córdobas por cada día de atraso. La suma correspondiente se descontará del pago final.

## 22. Aspectos Legales

El contratista se obliga a realizar todos los trabajos relacionados con el contrato bajo las normas y requisitos profesionales dictadas por las instituciones correspondientes para este tipo de proyectos. El Oferente o Contratista que resultare adjudicado en este proceso deberá de celebrar el respectivo contrato con UNICEF Nicaragua, el cual estará basado en los presentes términos de referencia, así como en las especificaciones técnicas definidas para las obras en zonas vulnerables, normativas para construcción de zonas con vulnerabilidad y normativas de construcción del Ministerio de Transporte y de Infraestructura (MTI) y las Normativas técnicas Obligatorias Nicaragüenses (NTON).

El contratista deberá mantener una relación de coordinación y comunicación constante con el personal designado de UNICEF y con posibles actores locales involucrados, y considerar las recomendaciones, solicitudes y sugerencias de UNICEF.

## 23. Documentos Contractuales

- # El contrato
- # Términos de referencia
- # Documentos de oferta
- # Especificaciones técnicas
- # Adenda (si la hubiese)

## 24. Seguridad en Obra

Con el propósito de reducir la incidencia de accidentes y enfermedades entre las personas que estarán ejecutando las obras de infraestructura se hace necesario, recibir junto con la oferta por parte del oferente un apartado definiendo el tema de Seguridad en Obra.

# El contratista será el responsable directo de mantener las apropiadas normas de seguridad en obra, esto con la finalidad de minimizar los riesgos tanto para los trabajadores de la empresa,

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como para personal visitante o de supervisión; para tal efecto se contará con el equipo indispensable.

# El contratista deberá evitar el acceso a la obra de personas que no estén vinculadas con el que hacer propio de la obra, especialmente niños, niñas y adolescentes para lo cual deberá cerrar el área de trabajo con malla plástica y con cinta de nylon indicando "precaución" o "peligro", durante el periodo que dure la ejecución de la obra.

# De igual manera el contratista tiene terminantemente prohibido la contratación de menores de edad (menor a 18 años), para el desarrollo de cualquier tarea dentro de la obra o conexas como el transporte de materiales. Así mismo no se debe de permitir que niños o niñas se encuentren en los alrededores de la obra poniendo en riesgo su integridad.

# El contratista será responsable de mantener la salvaguarda de materiales de construcción, herramientas, y otros elementos necesarios para los trabajos. UNICEF no reembolsará por pérdidas, mermas, o desperfectos de ningún tipo.

#### 25. Medidas Ambientales

Se deberá de enviar junto con la oferta un apartado de medidas de mitigación a aplicar durante los trabajos que se realicen de la rehabilitación de infraestructura sanitaria; así como la adecuada disposición de basura que se genere por alimentación e higiene personal de los trabajadores, materiales de construcción, y desperdicios que se produzcan debido a la rehabilitación de las infraestructuras sanitarias, con la intención de evitar inconvenientes de índole ambiental.

#### 26. Notificación de la Adjudicación

El adjudicatario será informado que su oferta ha sido aceptada (notificación de la adjudicación). UNICEF enviará al ganador los documentos de la adjudicación para su revisión y aceptación. Los oferentes serán informados por correo electrónico en un máximo de siete días calendario (7) siguientes a la revisión de las ofertas.

Dentro de un máximo de siete días calendario (7) a la notificación de adjudicación; el ganador firmará, fechará, sellará y enviará nota de enterado y carta de aceptación de dicha adjudicación siempre y cuando cumpla con todos los requisitos previamente mencionados. Si el ganador no firma y devuelve la recepción de la adjudicación, así como no envía la carta de aceptación dentro de los siete días calendario (7) posteriores a la fecha de remisión por parte de UNICEF, puede considerar la notificación de la adjudicación nula de pleno derecho. UNICEF se reserva el derecho de anular la selección del oferente si la capacidad se considera que no es suficiente o compatible con lo dispuesto en el expediente de licitación. Los oferentes no seleccionados serán informados por escrito siete días calendario (7) después de la fecha máxima de recepción de ofertas.

#### 27. Fraude y Corrupción

Todos los oferentes que participen en la presente convocatoria deben observar los más altos niveles éticos y denunciar todo acto sospechoso de fraude o corrupción del cual tengan conocimiento o sean informados durante el proceso de selección y de las negociaciones o la ejecución del contrato.

UNICEF se esfuerza por asegurar que los proyectos que financia se desarrollen libres de fraude y

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corrupción, y que se sujeten a los más estrictos mecanismos de control. Por ello, se proporciona un correo electrónico para canalizar denuncias relacionadas con las actividades, cotizaciones o licitaciones de los proyectos financiados por UNICEF (rperez@unicef.org).

Para más información consultar la página <https://www.unicef.org/nicaragua/>.

#### 28. Compromiso con la Protección de la Niñez y Salvaguarda

La persona consultora o equipo trabajarán en pleno respeto por los derechos de la niñez, cumpliendo las políticas establecidas por UNICEF, así como el Código de Conducta y demás políticas de UNICEF, incluyendo la Política de Salvaguarda, Prevención contra la Explotación y Abusos Sexuales y Política de Género.

La empresa o contratista están obligados a proteger y defender los derechos de los niños, niñas, y/o adolescentes de cualquier daño que estén vinculados de manera directa, indirecta, o circunstancial con la labor realizada. UNICEF prohíbe el trabajo infantil a menores de 18 años.

#### 29. Política de Prevención Contra la Explotación y Abuso Sexual (PEAS)

Toda persona, o parte de un equipo de trabajo contratado o subcontratado de manera directa o indirecta por UNICEF, deberá cumplir con las políticas establecidas para la Protección de la Infancia, la Política de Salvaguarda, Política de Prevención contra la Explotación y el Abuso Sexual (PEAS), así como el Código de Conducta, y demás políticas de UNICEF, incluyendo la Política de Género.

<https://www.unicef.org/elsalvador/media/3806/file/Guia%20y%20Herramientas%20PEAS%20para%20UNICEF%20y%20asociados.pdf>; <https://www.unicef.org/es/temas/igualdad-de-g%C3%A9nero>; NORMAS DE UNICEF PARA EL PERSONAL SOBRE LA SALVAGUARDA DE LOS NIÑOS - Search (bing.com)

Se establece que el no cumplimiento de nuestras Políticas de Salvaguardas (PEAS), código de conducta entre otras políticas, por parte de las empresas/entidades o individuos contratados o subcontratados, de las medidas de prevención adecuadas contra la explotación y abusos sexuales, o de actuaciones correctivas en el caso de que se produzcan casos de esta naturaleza, será base suficiente para que UNICEF rescinda dichos acuerdos o contratos.

#### 30. Capacitación al Oferente Ganador y su Equipo de Trabajo sobre Políticas de Salvaguarda y PSEA

El proveedor u oferente al que se le adjudique este proyecto tiene la obligatoriedad de participar en un proceso de capacitación en conjunto con cada miembro del personal que forma parte del equipo de trabajo. Para ello deberá enviar una lista del personal con los correspondientes certificados de policía a [sesaenz@unicef.org](mailto:sesaenz@unicef.org). En el proceso de capacitación se proveerá de información sobre las políticas de salvaguarda y PSEA, la identificación de los riesgos que pueden causar daños a niños y

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niñas, junto a las medidas de mitigación del cual se derivara un plan de acción para vulnerabilidades específicas. La persona que no asista al proceso de capacitación no podrá ser parte del equipo de ejecución de las obras en el centro educativo de Fruta de Pan.

31. Seguros

El contratista adquirirá sus propias pólizas de seguro para soporte de gastos médicos que cubran eventualidades mientras dure el presente contrato. UNICEF no asume responsabilidad por algún accidente que el contratista y su personal pudiera sufrir, ya que este contrato no supone relación patronal de ningún tipo.

CHILD SAFEGUARDING CERTIFICATION

Is this position considered as "elevated risk role" from a child safeguarding perspective?

Yes  No

If yes, check all that apply:

1. Direct contact role: Yes  No

If yes, please indicate the number of hours/months of direct interpersonal contact with children, or work in their immediate physical proximity, with limited supervision by a more senior member of personnel.:  3 h/2 months

"Direct" means contact that is either face-to-face, or by remote communicate, but it does not include communication that is moderated and relayed by another person.

2. Child data role: Yes  No

If yes, please indicate the number of hours/months of manipulating or transmitting personal-identifiable information of children (names, national ID, location data, photos):

3. Safeguarding response role: Yes  No

(Representative; Deputy representative; Chief of Field Office; the most senior Child Protection role in the office; any focal point that the office designated for Child Safeguarding; Investigator (Office of Internal Audit and Investigations).

4. Assessed risk role: Yes  No

Child safeguarding consideration

Is this a high-risk role? Yes  No

If yes, how was it assessed? Action plan for specific vulnerabilities will be required and training on PSEA and safeguard policy.

RECRUITMENT COMPLIANCE CERTIFICATION

Will office space be provided? Yes  No

Will the deployee work under MOSS compliance and be included in UNICEF's security arrangements?

Yes  No

Presupuesto

1 PU



**QUOTATION FORM**

The form must be completed, signed and returned to UNICEF. Quotations must be made in accordance with the instructions contained in in this Request.

The attached UNICEF's General Terms and Conditions for Institutional and Corporate contracts will apply to any resulting service contract.

The Undersigned, having read the Terms and Conditions of QUOTATION No. LRQS-2023-9186867 set out in the attached document, hereby offers to execute the services specified in the schedules at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Early Payment Discount Terms are offered by you:  
 10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_  
 Other \_\_\_\_\_

Quotation to be addressed to:

\_\_\_\_\_

Telephone:  
 Email:

**Declaration**

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked toterrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking;	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> #Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.



2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>

**The UNICEF** reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

UNGM #: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email: \_\_\_\_\_



**SPECIAL NOTES**

Consideraciones para presentar oferta:

1. Presentar oferta a nombre de UNICEF, en moneda local córdobas.
2. Presentar oferta al correo: [nic\\_adquisiciones@unicef.org](mailto:nic_adquisiciones@unicef.org) a más tardar el martes 28 de noviembre de 2023 antes de la 5 pm.
3. Para presentar oferta técnica y económica favor su revisión de Términos de Referencia

**SPECIAL TERMS AND CONDITIONS**

## INSTRUCTION TO BIDDERS

### 1. BID SUBMISSION

1.1 Bids shall be submitted in the manner specified in this solicitation document.

1.2 Bids must be clearly marked with the RFQ(S) number.

### 2. UNGM REGISTRATION

2.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all bidders are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: [www.ungm.org](http://www.ungm.org)

## ANNEX A GENERAL TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

#### Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

"Affiliates" means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

Contractor's "Key Personnel" are: (i) 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; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud

and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

#### 2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

##### Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

##### Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

## ANNEX A GENERAL TERMS AND CONDITIONS

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

### Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the 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.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and

Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

### 3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

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withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

#### 4. Representations and Warranties; Indemnification; Insurance

##### Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

##### Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its

officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

##### Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

##### Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

#### 5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Intellectual Property and Other Proprietary Rights



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5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

### Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

### Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data

protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

### Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

### End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

### 6. Termination; Force Majeure

#### Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

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### Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

### Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

### 7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://www.ungm.org)).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

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entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

### 8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

### 9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### 10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

### 11. Other Provisions

11.1 The Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Contractor's rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.