REQUEST FOR PROPOSAL

LRFP-2014-9110409

07 February 2014

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to purchase

Educator Post Provisioning Norms - Standardisation of Implementation

Proposals should be sent to:

UNICEF Pretoria
6th Floor Metropark Building
351 Francis Baard Street, Pretoria 0001
OR
E-mail to:
saf-ppc@unicef.org

IMPORTANT - ESSENTIAL INFORMATION

UNITED NATIONS CHILDREN’S FUND (UNICEF) in Pretoria, South Africa wishes you to submit proposals for the above mentioned services. Properly emailed/delivered completed proposals will be received at UNICEF Pretoria, until 12h00 on Friday, 28 February 2014.

CONFIDENTIAL ELECTRONIC PROPOSALS

Full proposals should be submitted in ENGLISH and must be received not later than 12h00, 28 February 2014 in electronic PDF version, duly signed and dated and sent to saf-ppc@unicef.org. Bidders must submit their electronic proposals, ensuring separate emails for the Technical Proposal and the Price Proposal. Each email should indicate the Tender Number and “Technical Proposal” or “Price Proposal” in the subject line. Prices or rates shall not appear in any other part of the technical proposal.

PLEASE NOTE: email should not exceed 3MB (3 000 kilo bytes). If bid response is larger than 3MB, please zip the files or divide response into separate files and send in multiple emails instead. For queries please contact Linda Mafa by email: lmafa@unicef.org

Offers must be clearly marked with UNICEF bid reference LRFP-2013-9110409. Late bids will not be accepted.

Bidders are requested to ensure that the submission instructions as stipulated on point 1.5 on page 10 and 11 of this document, are adhered to. Failure to do so will result in disqualification of proposals.

Please note that UN Financial Rules and Regulations do not permit prepayment such as COD or LC. The standard payment terms are net 30 days from the receipt of the invoice and proof of delivery.
THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:  
Linda Mafa  
(To be contacted for additional information, NOT FOR SENDING OFFERS)  
Email : lmafa@unicef.org

Verified By:  
[Signature]
BID FORM

BID FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT
Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION
Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. LRFP-2014-9110409 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: ____________________________
Date: ________________________________

Name & Title: ________________________
Company: ____________________________
Postal Address: ________________________

Tel No: ______________________________
Fax No: ______________________________
E-mail Address: ________________________

Validity of Offer: ________________________
Currency of Offer: ________________________

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____

Other Trade Discounts ___________________
BACKGROUND

This document sets out bid specifications for a suitable Service Provider to, support the DBE’s standardisation of the Implementation of the Post Provisioning Norms policy through the facilitation of policy revision consultations, consolidation of emerging sectoral priorities relating to the allocation of education staff to schools, the development of software required to implement the standardised Post Provisioning policy and the provision of training to provinces on the Post Provisioning policy software. This work is aimed at strengthening Post Provisioning nationally and across all provinces in support of the implementation of the Action Plan to 2014: Towards the Realisation of Schooling 2025 and the Delivery Agreement for Outcome 1: Improved Quality of Basic Education.

The Department of Basic Education (DBE) commissioned research to review progress with the implementation of Post Provisioning Norms and assessing the impact of teacher provisioning, planning, utilisation and deployment through funding from the United Nations Children’s Fund (UNICEF). The research work commenced in February 2013 and was concluded in September 2013.

One of the main findings of the report was the different ways in which the Post Provisioning Norms (PPN) and processes are implemented in Provincial Education Departments (PEDs). Variances were noted in policy interpretation and implementation, use and familiarity with the software developed to support PPN policy implementation and Post Provisioning business processes.

JUSTIFICATION

Educators are a fundamental resource required to attain the goal of improved quality education and as such the provisioning of educators is a key national priority. The DBE is committed to making every effort to improve the efficiency and effectiveness of post provisioning as indicated in the Action Plan and Delivery Agreement. Based on this and the findings of the PPN Research Project, the DBE has decided to commission the services of a service provider to support the DBE in standardising PPN implementation.

The 2013 PPN Research Project indicated that most Provincial Education Departments were unable to implement the basic tenet of the PPN policy, which is to proportionally distribute scarce human resources equitably and in alignment with limited budget requirements. This was due to a range of reasons in processes supporting PPN implementation including limited understanding of the policy, challenges in applying the software effectively to maximise educator allocations and the absence of systematic training processes or knowledge management strategies to support retention of skills. This document specifies the level of support required for each of these areas respectively.
PURPOSE AND OBJECTIVES

The Service Provider is expected to facilitate policy revision consultations, consolidate emerging sectoral priorities relating to the allocation of education staff to schools, revise or develop software required to implement the standardised Post Provisioning policy and provide training to provinces on the Post Provisioning policy software. The envisaged outputs and products of the work (The Project), as currently envisaged by the DBE, are discussed below. For each, the general methodology and desired effect are explained.

a) Summarised review of literature on Post Provisioning. The literature review completed through the Post Provisioning Norms research concluded in September 2013, namely the Review of Progress with the Implementation of Post Provisioning Norms and Assessing the Impact of Teacher Provisioning, Planning, Utilisation and Deployment# was limited in terms of literature to be reviewed as the research project was in the main a review of the implementation of existing policy. This review will however be provided to the service provider to enhance their understanding of the current context. In addition, national and provincial reports from the same research will be made available. The service provider would then be required to review strategic documents that have implications for PPN implementation in future including the NDP, The Action Plan to 2014: Towards the Realisation of Schooling 2025 and the Delivery Agreement on Outcome 1: Improved Quality of Basic Education, teacher provisioning policies and any relevant bargaining council documentation as well as sectoral reports on teacher supply and demand issues and factors influencing PPN implementation such as school management etc. The review should furthermore take into account the technical issues which would have an impact on standardising policy implementation. It is anticipated that this will be a relatively short desktop exercise. The service provider will need to interview around 10 key officials in the DBE to capture key concerns and directives on post provisioning.

b) Facilitation of consultation on policy revision. The service provider is required to consolidate sectoral issues to be considered for the revision of the PPN policy and present at least three written policy options which will inform the revised policy. In addition to issues highlighted in the findings from the PPN research conducted in 2013, the service provider would be required to conduct consultation meetings with at least three provinces as well as forums such as the subcommittees for Education Management Information Systems, Human Resource, Teacher Development and Curriculum. Additional key stakeholders determined by the DBE on current policy requirements and viability of the policy alternative will be identified for consultation. In addition the service provider will refer to key sectoral strategies as indicated in the literature review to inform the policy alternatives.

c) Software review and manual. Following the revision of the PPN policy the service provider would be required to review the current PPN software to ensure alignment with the standardised policy and in response to the finding from the 2013 DBE commissioned study of PPN implementation. Documented proposals on software revisions would be expected to improve the software’s utility and effectiveness followed by revision or development of new software in collaboration with the DBE. Extensive consultation with Education Management Information System (EMIS) officials in the DBE, PEDs and software experts would be required. The service provider would be required to pilot the revised/new software, possibly through the implementation of dry runs#, in selected provinces. In addition, a manual of the software clearly linking the policy and the software would be required. Piloting of the manual would also be required.
d) PPN Training program. A training manual/program based on the policy and software would be required. This would be followed by training of national and provincial officials to ensure systematic understanding of the PPN policy and software. Documentation recommending the required frequency of training and level of officials that should be involved should also be submitted.

EXPECTED DELIVERABLES

The expected deliverables associated with the preparatory phase of this research are as follows:

DELEIVERABLE 1: Inception report/Project Plan

DESCRIPTION/FORMAT: An inception report outlining the project plan and recommended tools will be discussed at an inception meeting called by the DBE. The Plan will lay out the steps to be followed in the study including proposed consultation dates and processes with provinces and key stakeholders.

QUANTITY: One hard copy and an electronic copy.

TIME FRAME: A draft project plan must be submitted with the proposal. A final project plan must be submitted two weeks after the inception meeting.

DEVELIRABLE 2: Document Review

DESCRIPTION/FORMAT: The document review should include a review of the national and DBE strategic policies and documents, including the NDP, Action Plan and Delivery Agreement as well as preliminary teacher provisioning policies and literature. Furthermore the review should indicate further themes and studies to be investigated.

QUANTITY: One hard copy and an electronic copy.

TIME FRAME: A draft must be submitted one week prior to the inception meeting. A final project plan must be submitted one month after the inception meeting.

DELEIVERABLE 3: Consolidated sector priority report

DESCRIPTION/FORMAT: The Consolidated sector priority report will detail the areas of focus that should be incorporated into the revised standardised policy for PPN implementation. The report should provide well considered rationale for areas of focus as well as areas which should not be included.

QUANTITY: One hard copy and an electronic copy.

TIME FRAME: 31 March 2014

DELIVERABLE 4: Software review/new diagnostic report
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<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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<td></td>
<td>DESCRIPTION/FORMAT: An evaluation report based on a review of the PPN policy and software implementation gaps and proposed amendments or proposals for the development of new software would be required.</td>
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<td>QUANTITY: One hard copy and an electronic copy.</td>
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<td>TIMEFRAME: 31 June 2014</td>
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<td>DELIVERABLE 5: Revised/new software</td>
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<td></td>
<td>DESCRIPTION/FORMAT: Revised/new PPN software based on the software diagnostic report approved by the DBE. The final revised/new software would be required by the DBE.</td>
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<td>QUANTITY: Electronic copy</td>
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<td>TIMEFRAME: 31 August 2014</td>
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<td>DELIVERABLE 6: Software manual</td>
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<td>DESCRIPTION/FORMAT: A manual based on the software aligned with the policy.</td>
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<td>QUANTITY: One hard copy and an electronic copy.</td>
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<td>TIMEFRAME: 31 August 2014</td>
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<td>DELIVERABLE 7: Revised software and manual piloting report</td>
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<td>DESCRIPTION/FORMAT: A report based on the pilot of the revised software and manual.</td>
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<td>QUANTITY: One hard copy and an electronic copy</td>
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<td>TIMEFRAME: 31 October 2014</td>
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<td>DELIVERABLE 8: PPN Training program</td>
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<td></td>
<td>DESCRIPTION/FORMAT: A training programme for national and provincial officials based on the standardised software and revised software.</td>
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<td></td>
<td>QUANTITY: One hard copy and an electronic copy of required protocol documents</td>
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<td>TIMEFRAME: A draft must be submitted with the proposal. The final Training Program must be submitted 31 October 2014</td>
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<td>DELIVERABLE 9: Provincial Advocacy plan</td>
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<td>DESCRIPTION/FORMAT: An advocacy plan based the standardised policy requirements and identified advocacy requirements.</td>
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QUANTITY: One hard copy and an electronic copy of required protocol documents

TIMEFRAME: A draft must be submitted one week prior to the inception meeting. A final Advocacy plan must be submitted one weeks after the inception meeting.

DELIVERABLE 10: Project plan

DESCRIPTION/FORMAT: Detailed plan indicating all the work to be completed as part of the project.

QUANTITY: One hard copy and an electronic copy.

TIMEFRAME: Must be submitted with the proposal.

DELIVERABLE 11: Budget

DESCRIPTION/FORMAT: Detailed budget for all costs relating to the pilot.

QUANTITY: One hard copy and an electronic copy.

TIMEFRAME: Must be submitted with the proposal.

DELIVERABLE 12: Project report

DESCRIPTION/FORMAT: The comprehensive report should be solution-oriented and detail the work carried out nationally and provincially. Recommendations for any further work required should be incorporated into the report.

QUANTITY: One hard copy and an electronic copy.

TIMEFRAME: 30 November 2013.

QUALIFICATIONS REQUIRED FOR COMPLETION OF THE ASSIGNMENT

- Technical competence in research and evaluations as well as Human Resource planning
- Work experience in policy revisions, Post Provisioning and teacher supply and demand
- Evaluation/research methods and data-collection skills;
- Software development skills for large numbers of users
- Training and knowledge management experience
- Analytical skills;
- Language proficiency;
- Writing skills.

CALL FOR PROPOSALS

To ensure the success of the project, the Service Provider must show documented evidence of the knowledge of and experience in:

a) Research design, development and data collection, capturing and statistical processing.
b) Have extensive experience in conducting research and evaluations

c) Knowledge and experience in government-wide planning, Human Resource planning and policy standardisation

d) All the qualifications indicated above

Detailed project plan and budget. Such a plan and budget would lay out the steps to be followed in the project. This should include the resources needed to carry out the project. All costs including travel and accommodation if necessary should be included in the budget.

A detailed breakdown of the costing to undertake the project. This must include an estimate of the anticipated direct costs including travel, accommodation, car hire, etc. Value Added Tax (VAT) must be shown as a separate line item in the financial quotation.

A briefing session for all interested bidders will be held at the DBE offices on 7 February 2014 from 10h00 - 11h00. For more information on this, contact Linda Mafa - Imafa@unicef.org

EVALUATION WEIGHTING

60% technical
40% financial
100% total

CONDITIONS

- The contractor will work on its own computer(s) and use its own office resources and materials in the execution of this assignment. The contractor's fee shall be inclusive of all office administrative costs
- Local travel (outside Gauteng) and airport transfers (where applicable) will be covered in accordance with UNICEF's rules and tariffs.
- Flight costs will be covered at economy class rate as per UNICEF policies.
- Please also see UNICEF's Standard Terms and Conditions attached.
- This project work will include capacity building efforts for DBE officials by the service provider in all key aspects of the project

00010 Educator Post Provisioning Norms

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<th>Unit Price</th>
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Incoterms & Delivery Requested

Packing

Unit: Dimension.............x............x............cm

Total: Dimension.............x............x............cm

Lead Time & Related Charges

Weight............kg Volume............cbm

Weight............kg Volume............cbm

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SPECIFIC TERMS AND CONDITIONS

1. PROCEDURES AND RULES

1.1 ORGANISATIONAL BACKGROUND

UNICEF is the agency of the United Nations mandated to advocate for the protection of
children’s rights, to help meet their basic needs and to expand their opportunities to reach
their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to
establish children’s rights as international standards of behaviour towards children. UNICEF’s
role is to mobilize political will and material resources to help countries ensure a “first call
for children”. UNICEF is committed to ensuring special protection for the most disadvantaged
children.

UNICEF carries out its work through its headquarters in New York, 8 regional offices and
125 country offices world-wide. UNICEF also has a research centre in Florence, a supply
operation based in Copenhagen and offices in Tokyo and Brussels. Its 37 committees for
UNICEF raise funds and spread awareness about the organizations mission and work

1.2 PURPOSE OF THE RFP

Educator Post Provisioning Norms - Standardisation of Implementation

1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:
a) Bidders to confirm their intent to submit a proposal: 14 February 2014.
b) Closing date and time for submission of full proposal: 12.00hrs on 28 February 2014.

1.4 RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP must be submitted in writing to
Linda Mafa via e-mail at lmafa@unicef.org.

Only written inquiries will be entertained. Please be informed that if the question is of
common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the
applicant shown alongside. All changes to a proposal must be received prior to the closing
time and date. It must be clearly indicated that it is a modification and supersedes the earlier
proposal, or state the changes from the original proposal. Proposals may be withdrawn on
written request received from bidders prior to the opening time and date. Bidders are
expected to examine all instructions pertaining to the work. Failure to do so will be at
bidder’s own risk and disadvantage.

1.5 RFP RESPONSE FORMAT

Bidders are requested to confirm no later than 14 February 2014 their intention to submit their
proposal, by sending an e-mail to lmafa@unicef.org.

CONFIDENTIAL ELECTRONIC PROPOSALS

Full proposals should be submitted in ENGLISH and must be received not later than 12h00,
28 February 2014 in electronic PDF version, duly signed and dated. Bidders must submit their
electronic proposals, ensuring separate emails for the Technical Proposal and the Price Proposal. Each email should indicate the Tender Number and "Technical Proposal" or "Price Proposal" in the subject line. The Price Proposal must be submitted in an email separate from the rest of the proposal. Prices or rates shall not appear in any other part of the proposal.

SEALED BIDS

Full proposals should be submitted in ENGLISH and must be received not later 12.00hrs on 06 February 2014 in one (01) original copy (hard copy version; and electronic PDF version on CD), duly signed and dated. Bidders must submit a sealed proposal, ensuring separate envelopes for the Technical Proposal and the Price Proposal. The Price Proposal must be submitted in a sealed envelope separate from the rest of the proposal. Prices or rates shall not appear in any other part of the proposal.

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. They must be clearly marked as follows:

- Outer envelope: Name of company, RFP number
- Inner envelope - technical proposal: Name of company, RFP number (technical proposal)
- Inner envelope - price proposal: Name of company, RFP number (price proposal)

Proposals received in any other manner will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

Offers delivered at a different address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in 1.9 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 CONFIDENTIAL INFORMATION

Information, which the bidder considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.
1.7 RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- Contact any or all references supplied by the bidder(s)
- Request additional supporting or supplementary data (from the bidder(s)).
- Arrange interviews with the bidder(s)
- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Negotiate with the most favourable bidder(s)
- Contract any number of candidates as required to achieve the overall evaluation objectives.

1.8 PROPOSAL OPENING

Due to the nature of this RFP, there will be no public opening of proposals.

1.9 PROPOSAL EVALUATION

After the opening, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The proposals will be evaluated against the following:

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<th>CATEGORY</th>
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<tr>
<td>1. Technical Evaluation</td>
<td>60</td>
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<td>2. Price Proposal</td>
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Only proposals which receive a minimum of 42 points will be considered further.

The total amount of points allocated for the price component is 40. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest
price; e.g.: Score for price proposal X = (Max. score for price proposal (e.g. 40) * Price of lowest priced proposal) / Price of proposal X

Total Technical and Price 100 Pts

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria. The bidders should ensure that all pricing information is provided in accordance with the following:

The currency of the proposal shall be in South African Rand. Invoicing will be in the currency of the proposal. The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization. VAT will be added to the invoice for payment by UNICEF to the supplier before being refunded by the taxes authorities.

1.10 PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.11 VALIDITY

Proposal must be valid for a minimum of sixty (60) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.12 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

1.13 FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

1.14 PAYMENT TERMS

Payment will be made only upon UNICEF’s acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.
A. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNICEF unless agreed to in writing by a duly authorized official of UNICEF.

B. PAYMENT

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be increased except by express written agreement of UNICEF.

C. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.

2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier's invoice any amounts representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

D. EXPORT LICENCES

Notwithstanding any INCOTERMS used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSSES

Notwithstanding any INCOTERMS used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION

1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.

2. Refuse to accept delivery of all or part of the goods.

3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery dates stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the goods and (ii) use and expedite means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

L. USE OF UNICEF OR UN NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to, this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred to by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have an authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

O. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child should be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

Q. MINERALS

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of pernicious metals or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the Supplier.

Rev. 1 - 1 February 1997