

INVITATION TO BID FOR SERVICES

LIBS-2018-9137692

12 February 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a bid for

Intent of the present Tender is to conclude Long Term Agreement for provision of services: SMS aggregation services to support SMS traffic for U-Report for a period of 1 year, with a possible renewal for additional two consecutive 1-year periods

XXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXX

THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:



Date: 12 Oct. 2018

Mariana Andrashek

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

Email : mandrashek@unicef.org

Approved By:


Valeria Markova

Date: 12.02.2018



INVITATION TO BID FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of ITBS No. **LIBS-2018-9137692** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Payment Terms are offered by you:

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

Other Trade Discounts: _____

Delivery terms :

Item	Service Description	Quantity	Unit	Unit Price	Price
10	SMS aggregator monthly technical support				
	SMS aggregator monthly technical support	1	MON		
20	Mass texting from short code 4224				
	Mass texting from short code 4224	1	PU		
30	Incoming messages from users				
	Incoming messages from users	1	PU		
40	Outgoing messages to users as response				
	Outgoing messages to users as response	1	PU		

SPECIAL NOTES

PART I # PURPOSE OF THIS INVITATION TO BID FOR SERVICES

1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. Solicitation; Long Term Arrangement

2.1 The purpose of this Invitation to Bid for Services (#ITBS#) is to invite Bids for

Intent of the present Tender is to conclude Long Term Agreement for provision of services: SMS aggregation services to support SMS traffic for U-Report for a period of 1 year, with a possible renewal for additional two consecutive 1-year periods as fully detailed in the Terms of Reference/Statement of Work attached at Annex B.

2.2 UNICEF wishes to enter into a non-exclusive Long Term Arrangement for Services (LTA-S) for the procurement of the services detailed in the ITBS and required from time to time during the term of the LTA-S. It will be a provision of such LTA-S, that UNICEF will not be committed to purchase any minimum quantity of these services. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA-S. The Long Term Arrangement (LTA-S) the LTA-S resulting from this ITB shall fix the indicated prices in UAH net of VAT for the period of validity of the LTA-S, pursuant to this price proposal submitted to this ITB.

2.3 Purchases will be made against contracts to be issued by UNICEF in accordance with the terms and conditions of any resulting Long Term Arrangement for Services (LTA-S). Actual quantities to be purchased will vary from contract to contract. Any specific order resulting from the Long Term Arrangement shall be in the form of a legally binding document - Institutional/Corporate Contract. Any specific contract for services which will be raised with reference to LTA-S will be raised in the National Currency of Ukraine in accordance with the fixed LTA-S prices in UAH NET OF VAT and all payments shall be made in UAH (including the additional 20% VAT in case the Supplier will be registered as VAT payer).

2.4 This ITBS document is comprised of the following:

- This document
- Annex A: General Terms and Conditions
- Annex B: The full Terms of Reference/Statement of Work
- Annex C: Price Proposal Template

2.5 This ITBS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Bidder and UNICEF and nothing in or in connection with this ITBS shall give rise to any liability on the part of UNICEF unless and until an LTA-S and linked contract is signed by UNICEF and the successful Bidder.

3. Term

3.1 The proposed LTA-S shall be valid for an initial period of 1 year, with a possible renewal for additional two consecutive one-year periods.

PART II # BID SUBMISSION PROCESS

1. Bid Submission Schedule

1.1 Acknowledgement of receipt of ITBS

Bidders are requested to inform UNICEF as soon as possible by email to Mariana Andrashek at mandrashek@unicef.org that they have received this ITBS.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE # ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Bidders.

Bidders are required to submit any questions in respect of this ITBS by email to Mariana Andrashek at mandrashek@unicef.org. The deadline for receipt of any questions is February 21st, 2018, at 18:00.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE # ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Bidders are required to keep all questions as clear and concise as possible.

Bidders are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITBS, providing full details. Bidders will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Bidders and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

1.3 Amendments to ITBS documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the ITBS documents by amendment. If the ITBS was available publicly online, amendments will also be posted publicly online. Further, all prospective Bidders that have received the ITBS documents directly from UNICEF will be notified in writing of all amendments to the ITBS documents. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Bid conference.

A bid conference will be held on Monday, February 19th, 2018 at 11:00 at UNICEF Ukraine office, 28 Instytutska Str., Kyiv, Ukraine.

1.5 Submission Deadline. The deadline for submission of Bids is as follows:

Monday, February 26th, 2018, at 15:00

Any Bids received by UNICEF after the Submission Deadline will be rejected.

Proposals shall be sent to:

UNICEF Ukraine, 28 Instytutska Str., Entrance B, Kyiv, 01021, Ukraine, AND DROPPED INTO

THE TENDER BOX

Tel.: 380(44)3399379

Proposals submitted otherwise (by e-mail, fax, in an opened envelope or without the completed form (p. 3) will be INVALIDATED.

1.6 Bid opening.

Bids will be publicly opened at 15:15 on Monday, February 26th, 2018 at UNICEF, 28, Instytutska Str., Kyiv, Ukraine.

2. Language

2.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNICEF, will be written in English or Ukrainian or Russian Language. Supporting documents and printed literature furnished by the Bidder may be in another language provided that they are accompanied by an appropriate translation in English or Ukrainian or Russian Language. When interpreting the Bid, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation will rest with the Bidder.

3. Validity of bids; Modification and Clarifications; Withdrawal

3.1 Validity Period. Bidders must indicate the validity period of their Bid. Bids should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Bid valid for a shorter period of time shall not be further considered. UNICEF may request the Bidder to extend the validity period. The Bid of Bidders who decline to extend the validity of their Bid shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Bid must be received by UNICEF prior to the Submission Deadline. The Bidder must clearly indicate that the revised Bid is a modification and supersedes the earlier version of the Bid, or state the changes from the original Bid.

3.3 Withdrawal of Bid. A Bid may be withdrawn by the Bidder on e-mailed, faxed or written request received by UNICEF from the Bidder prior to Submission Deadline. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Bids, UNICEF may, in its sole discretion, seek clarifications from any Bidder in order for UNICEF to fully understand the Bidder's Bid and assist in the examination, evaluation and comparison of Bids. UNICEF may seek such clarifications through written communications or may request an interview with any Bidder. No change in the price or substance of the Bid will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Bidder(s) and to seek references from other sources as UNICEF deems appropriate.

4. Eligibility; Bidder Information

4.1 Bidder. The term #Bidder# refers to those companies that submit a Bid pursuant to this ITBS and #Bid# refers to all documents provided by the Bidder in its response to this ITBS. A Bidder will only be eligible for consideration if it complies with the representations set out in Part V of this ITBS, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association

(a) If the Bidder is a group of legal entities that will form or have formed a joint venture,

consortium or association at the time of the submission of the Bid, each such legal entity will confirm in their joint Bid that:

(i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Bid; and

(ii) if they are awarded the LTA-S, the designated lead entity will enter into the LTA-S with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Bid has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture's Bid is the Bid selected for award, UNICEF will award the LTA-S to the joint venture, in the name of its designated lead entity. The lead entity will sign the LTA-S for and on behalf of all other member entities.

4.3 Bids from Government Organizations. The eligibility of Bidders that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these ITBS documents, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

4.4 Bids from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization) which submits a Bid must disclose this previous United Nations employment at the time of submission. Any such Bid will be treated as though the Bid came from an individual for the purposes of UNICEF's standard conditions on contracting former and retired members of staff.

5. Preparation of Offer

5.1 Bidders are responsible to inform themselves in preparing their Bid. In this regard, the Bidders will ensure that they:

- Examine all terms, requirements and formal submission instructions included in the ITBS documents (including the Instructions to Bidders section);
- Review the ITBS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html;
- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Bidders should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this ITBS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services. Bidders acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this ITBS or any other information provided to the Bidders.

5.2 Failure to meet all requirements and instructions in the ITBS documents or to provide all

requested information will be at the Bidder's own risk, and may result in rejection of the Bidder's Bid.

5.3 The Bid must be organized to follow the format of this ITBS. Each Bidder must respond to the stated requests or requirements, and indicate that the Bidder understands and confirms acceptance of UNICEF's stated requirements. The Bidder should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Bid will be deemed as accepted by the Bidder. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Bid.

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

5.5 Bids must consist of:

1) The completed and signed by a duly authorized representative of the Organization/Company Invitation to Bid for Services Form (see page 3 of this ITB). Please note the term of validity of offers must be correctly indicated. The Bids offering less than 120 days of validity shall be INVALID. Bid currency must be UAH net of VAT.

2) Technical Proposals and Price Proposal in one sealed envelope. Prices are indicated in UAH net of VAT.

5.6 Bids must be clearly marked with the ITBS number ITB-UKRA-2018-003/LIBS-2018-9137692

5.7 If answer sheets are provided by UNICEF then these must be completed by the Bidder.

5.8 Each Bidder acknowledges that its participation in any stage of the solicitation process for this ITBS is at its own risk and cost. The Bidder is responsible for, and UNICEF is not responsible for, the costs of preparing its Bid or response to this ITBS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

6. Bid Documents; Confidentiality

6.1 This ITBS, together with all Bid documents provided by the Bidder to UNICEF will be considered the property of UNICEF and Bid documents will not be returned to the Bidders.

6.2 Information contained in the Bid documents, which the Bidder considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Bidders by UNICEF (#ITBS Materials#) shall be treated as confidential by the Bidders. If the Bidder declines to respond to this ITBS, or, if the Bid is rejected or unsuccessful, the Bidder will promptly return all such ITBS Materials to UNICEF, or destroy or delete all such ITBS Materials. The Bidder shall not use the ITBS Materials for any purpose other than the purpose of preparing a Bid and shall not disclose the ITBS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Bidder in preparing the Bid, provided the Bidder has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant ITBS Materials are at the time of this ITBS lawfully in the possession of the Bidder through a party other than UNICEF; (d) if required by law, and provided that the Bidder has previously informed UNICEF in writing of its obligation to disclose the ITBS Materials; or (e) if the ITBS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the ITBS Materials.

6.4 The list of documents the Bidders must deposit as part of their TECHNICAL PROPOSAL.

1. Fully signed Invitation to Bid for Services Form (see page 3 of this ITB)
2. Filled out Financial Proposal for services # in accordance with Annex C: Price Proposal Template. Proposal shall be submitted in UAH net of VAT.
3. A copy of valid Registration Certificate in Ukraine
4. Articles of Association (or the extract from the Articles of Association containing information on the Company and types of activity)
5. Confirmation of the type of activity (Excerpt from the Statistics Administration)
6. VAT Registration Certificate/Single Tax Payer Registration Certificate if any
7. Certificate from the Bank indicating banking details in Ukrainian and English with SWIFT code specified.
8. Valid License for relevant types of works (if applicable).
9. Financial Statement for the last 2 years of Company's activity.
10. Company profile information: at least 3 years of relevant experience - providing high quality hosting, maintenance and support for requested SMS services.
11. At least 3 proven records proving 3 years of experience operating short code based services in Ukraine, at least one of the projects must be of national scale.
12. Filled out Vendor Master Data Form . In case LTA award, the supplier will be requested to register a profile at UNGM web-site <https://www.ungm.org/>

Failure to submit the above Mandatory Documents may result in INVALIDATION of the Bid.

7. Multiple bids and bids from related organizations

7.1 Bidders shall not submit more than one Bid as part of this ITBS process.

7.2 If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid then neither the lead entity nor the member entities of the joint venture may submit another Bid, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Bid.

7.3 UNICEF reserves the right to reject separate Bids submitted by two or more Bidders if the Bidders are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Bidders access to confidential information about, or influence over, the other Bid(s); or
- (d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or
- (e) an expert proposed to be in the team of one Bidder participates in more than one Bid received for this solicitation process.

PART III #AWARD/ADJUDICATION OF BIDS

1. Award

1.1 Evaluation.

The evaluation is carried out by UNICEF in accordance with UNICEF#s regulations, rules and practices and all determinations are made in UNICEF#s sole discretion.

After the public opening of Bids, UNICEF will carry out the following steps in the following order:

First, UNICEF will evaluate each Bid for compliance with the mandatory requirements of this ITBS. 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 ITBS, including provision of all required information, may result in a response or Bid being disqualified from further consideration.

Second, UNICEF will evaluate Bids for compliance with the technical requirements stated in this ITBS and undertake a commercial evaluation.

UNICEF will then (subject to the various rights of UNICEF detailed in this ITBS) award the LTA-S(s) to the vendor(s) providing the lowest priced technically compliant Bid(s).

1.2 Partial Bids. UNICEF will not accept partial Bids

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it in its best interest to do so.

1.4 Award Notification. UNICEF will only notify the Bidder(s) that has/have been awarded the LTA-S(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Bidders of the outcome of this solicitation process.

2. General Terms And Conditions Of Contract (services)

2.1 UNICEF#s General Terms and Conditions of Contract (Services) will apply to any LTA-S and linked contracts awarded in connection with this ITBS. By signing the Invitation to Bid for Services Form, each Bidder is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Bidder understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Bid and may negatively affect the evaluation of the Bid.

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

(a) to accept any Bid, in whole or in part; to reject any or all Bids; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Bidder#s response (and the Bidder will provide UNICEF with its reasonable cooperation with such verification);

(c) to invalidate any Bid received from a Bidder that, in UNICEF#s sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the LTA-S;

(d) to invalidate any Bid that, in UNICEF#s sole opinion, fails to meet the requirements and instructions stated in this ITBS;

(e) to withdraw an award to a Bidder at any time up until an LTA-S has been signed with such Bidder. UNICEF is not required to provide any justification, but will give notice prior to any such withdrawal of award.

3.2 UNICEF is not liable to any Bidder for any costs, expense or loss incurred or suffered by such Bidder in connection with this ITBS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV # REQUIREMENTS

1. Price and Payment

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Bidder may incur in connection with the performance of the work. The Bidder is invited to offer any unconditional discounts or cumulative volume discounts (i.e. discounts that increase as the cumulative order value increases throughout the validity of the LTA-S). Further, the Bidder may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-S.

Proposers must use the attached Price Proposal Template (Annex C) to submit their Price Proposals.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract (as issued in accordance with the provisions of the LTA-S) and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract (UAH).

1.3 Currency. (a) The currency of the Bid shall be in UAH net of VAT. UNICEF will reject any Bids submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Bids, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Bid must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the ITBS documents.

1.4.1 Subject to provision by the Contractor of the original of signed and sealed Tax Invoice as supporting document to each submitted Invoice for payment, UNICEF shall process the payment including additional 20% VAT.

2. Implementation

2.1 No Reliance. Except as expressly set out in the ITBS documents, 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 performance of the work. If the Bidder requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Bid.

2.2 Sub-contractors. Bidders must identify in their Bid, any products which may be offered by themselves, but originate from another supplier and/or country. Further, bidders must identify in their Bid any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Bid.

2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the Bid must not be part of any other Bidder's Bid being submitted for this ITBS process. They must therefore engage themselves exclusively to the Bidder.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the LTA-S as indicated in the Terms of Reference/Statement of Work and the Bid.

Having selected a Bid partly on the basis of an evaluation of the key experts presented in the Bid, UNICEF expects the LTA-S and related contracts to be executed by these specific experts. UNICEF will only consider substitutions because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Bid. The desire of a Bidder to use an expert on another project or a change of mind on the part of an expert about the LTA-S and related contracts will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this ITBS both in the Bid and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this ITBS, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this ITBS.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. Liquidated Damages

3.1 Liquidated damages. Any LTA-S(s) awarded in connection with this ITBS will include the following clause on liquidated damages:

#In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of

Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the relevant Contract for Services, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of this LTA-S and the relevant Contract for Services, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the relevant Contract for Services. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to this LTA-S and the relevant Contract for Services.

PART V # BIDDER REPRESENTATIONS

1. Price # Most Favoured Customer

1.1 The Bidder confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Bid are the most favourable pricing terms available to any customer of the Bidder (or any of the Bidder's affiliates).

1.2 If at any time during the term of the LTA-S resulting from the Bid, any other customer of the Bidder (or of any of the Bidder's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Bidder will retroactively adjust the fees, rates and charges and related pricing terms under the LTA-S to conform to the more favourable terms and the Bidder will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. General Representations

By submitting its Bid in response to this ITBS, the Bidder confirms to UNICEF as at the Submission Deadline:

2.1 The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting LTA-S and linked contract(s), and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting LTA-S and linked contract(s). The Bidder 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 service, deliverable or outcome that may be acquired under any resulting contract (as issued in accordance with the provisions of the LTA-S).

2.2 All of the information it has provided to UNICEF concerning the services and the Bidder is true, correct, accurate and not misleading.

2.3 The Bidder is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this ITBS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.