REQUEST FOR PROPOSAL FOR SERVICES

LRPS-APA-2014-9111712

02 May 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Formative Evaluation of UNICEF's Child Protection System Building Approach (SBA) in Indonesia

SEALED PROPOSALS SHOULD BE SENT TO:

UNICEF
Attention: Supply Unit
UNICEF Jakarta, Wisma Metropolitan II, 11th Floor
Jl. Jenderal Sudirman, Kav 31, Jakarta 12920

OR

By electronic mail in PDF format and sent to jakartasupply@unicef.org. Technical and Price proposals should be sent as separate PDF files. If the Technical and Price proposals are sent in the same PDF file, they will be rejected. Please make sure to mention the RFP reference number (LRPS-APA-2014-9111712) in the subject#s line. To secure your Price Offer please set-up a password which will be used at a later stage once the evaluation of the technical proposal is complete. The bidders who achieve the minimum score of 50 points of technical evaluation will be requested to provide passwords.

Before the closing date on Saturday, 31 May 2014 at 16:00 hours

The reference RFP No.: LRPS-APA-2014-9111712

Subject: Formative Evaluation of UNICEF's Child Protection System Building Approach (SBA) in Indonesia

If you request additional information, please send it to address/e-mail below in writing with specific reference to the Invitation Number:

Contact Person: Aditya Pamungkas
E-Mail: apamungkas@unicef.org and cc to vlaksananan@unicef.org

UNICEF will respond in writing to any request for additional information that it receives Seven (7) working days prior to the deadline for the submission of proposals. Please be informed that if the question is of common interest, the answer (but without identifying the source of inquiry) will be shared with all potential RFP bidders.
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Aditya Pamungkas
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: apamungkas@unicef.org

Date: 2 May 2014

Approved By:

Vichitra Laksananan

Date: 3/5/14
REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-APA-2014-9111712 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____
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<th>Item</th>
<th>Service Description</th>
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<th>Unit</th>
<th>Unit Price</th>
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<td>Desk Review and Evaluation Planning:</td>
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<td>- Undertake online briefing with UNICEF and reference</td>
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<td>group members as well as evaluation manager</td>
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<td>- Obtain key programme documents from government and</td>
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<td>other partners, regional and global sources,</td>
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<td>- Initial interviews with key people e.g. UNICEF Sr.</td>
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<td>and develop Inception Report, detailing evaluation</td>
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<td>collection tools and detailed work plan</td>
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<td>- Develop an initial outline for the Final Evaluation</td>
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<td>Report in line with UNICEF's reporting standards</td>
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<td>- Presentation of Phase 1 work to Reference Group</td>
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<td>Data collection and validations stakeholders' consultations, field visits including especially Central Java, Aceh and South Sulawesi Provinces. Field visit to Indonesia should be approximately 3 weeks including 15 working days for sub national travel (split across Provinces), 5 days national level stakeholders' consultations and 2 days for both workshops of 1 day each and writing days. *NOTE, schedule for field visit to be determined in detail in proposal.</td>
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<td>- Draft Monitoring and Evaluation Framework for Child Protection 2015-2019 (maximum 3 pages, including 1 page logframe)</td>
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<td>Final evaluation report</td>
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SPECIAL NOTES

1. MARKING AND RETURNING OF PROPOSALS

1.1 SEALED PROPOSALS must be dispatched to arrive at the UNICEF office indicated NO LATER THAN 16:00 hours Jakarta Local Time on Saturday, 31 May 2014. Proposals received in any manner other than as outlined in clauses 1.3 to 1.5, will be INVALIDATED.

1.2 Proposals shall be submitted in duplicate, in English, and shall be sealed in one outer and two inner envelopes. All envelopes shall indicate the bidder’s name and address. The outer envelope shall be addressed as follows:

Attention: Supply Unit
UNICEF Jakarta, Wisma Metropolitan II, 11th Floor
Jl. Jenderal Sudirman, Kav 31, Jakarta 12920

RFP No. LRPS-APA-2014-9111712

Subject: Formative Evaluation of UNICEF’s Child Protection System Building Approach (SBA) in Indonesia

DUE: Saturday, 31 May 2014 at 16.00 hours

To facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and sent to jakartasupply@unicef.org. Technical and Price proposals should be sent as separate PDF files. If the Technical and Price proposals are sent in the same PDF file, they will be rejected. Please make sure to mention the RFP reference number (LRPS-APA-2014-9111712) in the subject’s line. To secure your Price Proposal please set-up a password which will be used at a later stage once the evaluation of the technical proposal is complete. The bidders who achieve the minimum score of 50 points of technical evaluation will be requested to provide passwords.

Please be aware that proposals emailed to UNICEF will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline. Bidders can send as many emails as needed however, the size of each email should be less than 2 MB.

1.3 The first inner envelope shall be marked Technical Proposal (one in hard copy and one in PDF file) and addressed in the same manner as the outer envelope, and shall contain the following documentation:
(a) The proposed strategy for completion of the work as detailed in the Terms of Reference;
(b) The proposed implementation/execution plan for completion of the work as detailed in the Terms of Reference;
(c) Supplier profile, including Bidder registration/ incorporation documents, experience, client list with contact person and number for verification etc;
(d) The proposed team who will complete the work, including leader, members, experience and capability;
(e) Corporate organogram (both of the supplier and the proposed team who will carry out the work);
(f) Request for Proposal For Services Form
(g) Proposed Activity Schedule
(h) The latest 2 years audited Financial Statement; and
(i) Any other technical information that is relevant to the requirement.
(j) Soft copy of Technical Proposal in PDF file in a CD

1.4 The second inner envelope (sealed) shall be marked Price Proposal and addressed in the same manner as the outer envelope. It shall contain the following documentation:

(a) Schedule of Price (Attachment III)

1.5 The Price Proposal must cover all the services to be provided and it must itemize the following:
(a) A summary of the total cost for the proposed services, excluding taxes from which UNICEF is exempted, as outlined in clause C of the General Terms and Conditions;
(b) A proposed schedule of payments;
(c) Other costs, if any, indicating nature and breakdown.

1.6 Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF's internal purposes only.

1.7 Proposals also could submit by electronic mail in PDF format and sent to jakartasupply@unicef.org. Technical and Price proposals should be sent as separate PDF files. If the Technical and Price proposals are sent in the same PDF file, they will be rejected. Please make sure to mention the RFP reference number (LRPS-APA-2014-9111712) in the subject's line. To secure your Price Proposal please set-up a password which will be used at a later stage once the evaluation of the technical proposal is complete. The bidders who achieve the minimum score will be requested to provide passwords.

Please be aware that proposals emailed to UNICEF will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline. Bidders can send as many emails as needed however, the size of each email should be less than 2 MB.

2. TIME FOR RECEIVING PROPOSALS

2.1 Sealed Proposals received prior to the stated closing time and date will be kept unopened and no proposal received thereafter will be considered.

2.2 UNICEF will not accept any responsibility for a premature opening of a Proposal which is not properly addressed or identified.

3. CORRECTIONS

3.1 Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.

4. MODIFICATION AND WITHDRAWAL

4.1 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 that it supersedes the earlier Proposal or states the changes from the original Proposal.
4.2 Proposals may be withdrawn on written or faxed request received from Bidders prior to the deadline of the submission of proposals. Negligence on the part of the Bidder provides no right for the withdrawal of the Proposal after the deadline. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder’s own risk and disadvantage.

5. VALIDITY OF PROPOSALS

5.1 Proposals should be valid for a period of not less than one year after the deadline of the RFP, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable Proposal if requests for identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

6. BIDDER RESPONSE

6.1 Formal submission requirements
The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

6.2 Mandatory criteria
All mandatory (i.e. must/have to/shall/should) criteria mentioned throughout this Request for Proposal have to be addressed and met in your proposal.

6.3 Proposal Form
The completed and signed bid form must be submitted together with the proposal.

6.4 Technical Proposal Form
The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its Terms of Reference, Technical Requirement, and Evaluation Criteria of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

6.5 Price Proposal
The price proposal should be as per but not limited to ATTACHMENT III (Schedule of Prices/Rate) of this Request for Proposal.

7. DISCOUNTS

7.1 Discounts on faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of COMPLETE PAYMENT DOCUMENTATION as specified in the Contract.
Any discounts for any reason other than those mentioned on the RFP Form must be stated in the Proposal.

8. QUALITY ASSURANCE

8.1 If the Bidder is already certified, or is in the process of being certified in accordance with ISO 9001/9002/BS, this should be clearly indicated in the Proposal and a copy of the Certificate should be attached to the proposal.
9. RIGHTS OF UNICEF

9.1 UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals.
9.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the Contract.
9.3 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

10. EVALUATION OF PROPOSALS

10.1 Following closure of the RFP, each proposal will be evaluated by a UNICEF evaluation team.

10.2 A second-stage procedure will be utilised in evaluating Proposals, with evaluation of the Technical Proposal to be completed prior to any evaluation of the Price Proposal. Technical Proposals will be evaluated for compliance against the #Evaluation Criteria# of the RFP.

10.3 The Technical Proposal has a total possible evaluation value of 70 points. Technical Proposals receiving 50 points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are not considered to be technically compliant and non-responsive will not be given further consideration.

10.4 The total number of points allocated for the Price Proposal is 30. The evaluation shall be based on the evaluation score stated in the evaluation criteria. Rate proposed will be compared between Bidders and Bidder whose offer gets the highest score in terms of frequency in offering the lowest price for items in each category, will receive the highest maximum score available. Other Bidders will receive score based on the following formula:

\[ \text{Max. Score} \times \frac{\text{lowest priced proposal}}{\text{Priced of proposal X}} \]

11. AWARD/ADJUDICATION OF PROPOSALS

11.1 The final selection of the most responsive Proposals will be based on the best Proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF’s best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc. bid which meets all the requirements under #Evaluation Criteria#.

12. ERROR IN PROPOSAL

12.1 Bidders are expected to examine all Schedules and Instructions pertaining to the RFP. Failure to do so will be at the Bidders’ own risk. In case of errors in the extension price, unit price shall govern.

13. RFP TERMS AND CONDITIONS
13.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a Proposal, the bidder acknowledges that UNICEF reserves the right to:
(a) Visit and inspect the Bidder’s premises;
(b) Contact any/all referees provided;
(c) Request additional supporting or supplementary information;
(d) Arrange interviews with the proposed project team/consultants;
(e) Reject any/all of the Proposals submitted;
(f) Accept any Proposal in whole or in part;
(g) Negotiate with the most favourable Bidder;
(h) Award contracts to more than one Bidder, if UNICEF considers this to be in the best its interests

13.2 Bidders shall bear all costs associated with the preparation and submission of Proposals and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

14. To enable you to submit a proposal, attached are:

Attachment I = Terms of Reference (TOR)
Attachment II = Evaluation Criteria
Attachment III = Price Proposal Form (Response Format)

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

1.0 UNICEF, the United Nations Children’s Fund, an international, inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December, 1946 as a subsidiary organ of the United Nations, having its headquarters in New York, with offices in over 160 countries spanning 260 locations.

2.0 UNICEF works with governments, civil society organizations, and other organizations around the world to advance children’s rights to survival, protection, health, development and participation and is guided by the Convention on the Rights of the Child.

D. GENERAL PROVISIONS

1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY

In the event that the Contractor offers a lower price to the General Services Administration (GSA) of the federal government of the United States of America for similar services, UNICEF shall be entitled to same lower price. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES

2.1 UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION

3.1 By submitting an offer the proposers certify that UNICEF, for Contracts resulting from this
Request for Proposal for Services, is not being charged more than other clients for similar services and similar quantities and within similar circumstances.

4.0 LIQUIDATED DAMAGES

4.1 For late delivery of items/services or for items/services which do not meet UNICEF's specifications/requirements and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful proposer, and deduct 0.5% of the value of the items/services pursuant to a Institutional/Corporate Contract, per additional day of delay, up to a maximum of 10% of the value of the Institutional/Corporate Contract. The payment or deduction of such liquidated damages shall not relieve the successful proposer from any of its other obligations or liabilities pursuant to any Institutional/Corporate Contract.

5.0 ORDER OF PRECEDENCE

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts to this RFPS shall apply to any resulting LTAS and/or Institutional/Corporate Contracts. In the case of any inconsistencies, the following order of precedence shall prevail:

(a) UNICEF General Terms and Conditions for Institutional/Corporate Contracts;
(b) LTAS/Institutional/Corporate Contract.

6.0 UNETHICAL BEHAVIOUR

6.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF suppliers / contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

7.0 CORRUPT AND FRAUDULENT PRACTICES

7.1 UNICEF requires that all suppliers / contractors associated with this Institutional/Corporate Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) 'corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.
8.0 GUIDELINES ON GIFTS AND HOSPITALITY

8.1 Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

9.0 POST-EMPLOYMENT RESTRICTIONS

9.1 The United Nations (UN) has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15.

9.2 For a period of one year following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from seeking or accepting employment with, or otherwise accepting any form of compensation or financial benefit from, any UN contractor or vendor of goods and services, regardless of location, which conducts business with the UN or seeks to do so and with whom such staff members have been personally involved in the procurement process during the last three years of service with the UN.

9.3 For a period of two years following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from knowingly communicating with, or appearing before, any staff member or unit of the UN on behalf of any third party on any particular matters that were under their official responsibility relating to the procurement process during the last three years of their service with the UN.

9.4 The United Nations respectfully requests all contractors and vendors to adhere to these regulations. Any UN contractor or vendor who offers employment, hires or otherwise compensates staff members in violation of the provisions of the bulletin may be subject to having its registration as a qualified vendor with the UN barred, suspended or terminated, in accordance with UN procurement policies and procedures.

10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.
UNICEF GENERAL TERMS AND CONDITIONS
FOR INSTITUTIONAL CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

6. LEGAL STATUS.

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors.
performing work or services in connection with this Contract.

(d) Except for the workmen’s compensation insurance, the insurance policies under this Article shall:

(i) name UNICEF as additional insured;

(ii) include a waiver of subrogation of the Contractor’s rights to the insurance carrier against UNICEF;

(iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, ‘Termination’, except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract,
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forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work in process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

17. **SUB-CONTRACTING**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. **ASSIGNMENT AND INSOLVENCY**

   a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

   b. Should the Contractor become insolvent or should control of the Contractor change by virtue of its insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. **USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM**

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. **OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

21. **PROHIBITION ON ADVERTISING**

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. **SETTLEMENT OF DISPUTES**

Amicable Settlement

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

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred to by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final judgment of any such controversy, claim or dispute.

23. **PRIVILEGES AND IMMUNITIES**

The privileges and immunities of the UN, including its subsidiary organs, are not waived.
24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.