

REQUEST FOR PROPOSAL FOR SERVICES (RFPS)

RFPS-USA-2014-501867

2 August 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for:

Long-term Arrangement (LTA) for provision of Technical Experts for Post Disaster Needs Assessment (PDNA) and Post Conflict Needs Assessment (PCNA) rollout and implementation in WASH, Nutrition, Education and Child Protection

The purpose of this RFPS is to conclude a Long Term Arrangement (LTA) with the successful proposer(s) for a minimum **period of 2 years**. UNICEF will enter into a LTA with the successful proposer(s) who shall provide the required services stated in Annex I under the terms and conditions attached.

Although it is difficult to estimate the value of services to be purchased in the period of 2 years, we approximate however that it will be >\$100,000 USD. UNICEF does not guarantee it will place orders for any amount and is not bound by the resulting LTA to purchase any minimum amount of services. UNICEF reserves the right to utilize other sources at its discretion. Once the LTAs are established, specific orders will be placed through standard UNICEF Institutional/Corporate Contracts.

The **E-MAILED** proposals should be sent to:

Ivan Donoso
Chief of Operations
EMAIL: NYHQPGRFPS@UNICEF.ORG

IMPORTANT - ESSENTIAL INFORMATION

The reference **501867** must be shown in ALL e-mail subject lines.

The Request for Proposal for Services form must be used when replying to this invitation.

Proposals must be received by latest **10:00 AM (New York time) on 25 August 2014**. Proposals received after the stipulated date and time will be invalidated.

Proposals must be sent to above e-mail address **ONLY**. Proposals sent to other addresses or sent by other means will be invalidated, even if received before the stipulated deadline.

Due to the high volume of communications, UNICEF will not issue confirmation as to receipt of your proposals.

It is important that you read all the provisions of the Request for Proposal for Services to ensure that you understand and comply with the UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal or prolong the vendor selection process.

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.

No costs will be incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

A standard Institutional /Corporate contract is attached for your reference.

PROPOSAL BID SUMMARY FORM

We are hereby submitting our Proposal in response to RFPS # **501867**, which includes the Technical Proposal and Financial Proposal sent under a separate file.

We, the undersigned, confirm that we have read, understood and hereby accept the General Terms and Conditions and Contractual Provisions of UNICEF'S Institutional and Corporate Contracts.

We fully understand and recognize that UNICEF is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNICEF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Name & Title: _____

Name of Institution: _____

Signature: _____

Date: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

UNGM registration number: _____

Currency of Proposal: _____

Validity of Proposal:
(Minimum 180 days) _____

No Price Proposal value details are to be included within this form

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.

3.0 BACKGROUND OF THE RFPS

Please see attached Annex I.

4.0 PURPOSE OF THE RFPS

Please see attached Annex I.

5.0 CONTRACTUAL PROCESS

The planned schedule of the RFPS process is as follows: (**by 10:00 AM New York time**)

- Deadline for confirmation of interest: **08 August 2014**
- Deadline for submission of questions or request for clarification: **13 August 2014**
- Consolidated Q & A posted in UNGM: **15 August 2014**
- Closing date/deadline for submission of full and final proposal: **25 August 2014**
- Award Notice sent and posted in UNGM: **September 2014**

6.0 PROCEDURES AND RULES

6.1 Confirmation of the receipt of the RFPS: Proposers are requested to confirm the receipt of this Request for Proposal for Services to the following UNICEF contact person: **LANITES MANANSALA** by email: [to NYHQPGRFPS@UNICEF.ORG](mailto:NYHQPGRFPS@UNICEF.ORG).

In your correspondence, please give the full contact name, title, address, telephone, fax number and email address of the individual responsible for handling this RFPS in your firm. Please also indicate how did you learn about this RFP (i.eUNG, DevEx, etc.).

6.2 IF THIS REQUEST WAS DELIVERED TO THE WRONG ADDRESS, we request that it be promptly re-directed to the person responsible for this field of activity within your institution. We apologize for any inconvenience.

7.0 RFPS CHANGE POLICY

7.1 Proposal for Services or requests for clarifications must be submitted in writing by e-mail to NYHQPGRFPS@UNICEF.ORG. Information provided verbally will not be considered a fundamental change and will not alter this RFPS.

7.2 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.

7.3 Proposals may be withdrawn in writing **by e-mail to NYHQPGRFPS@UNICEF.ORG** prior to the opening time and date. Negligence on the part of the proposer confers no right for the withdrawal of the Proposal after it has been opened.

8.0 RFPS RESPONSE FORMAT

8.1 Electronic submission of proposals

All documentation submitted electronically should clearly indicate the reference number of the Request For Proposal **501867** in all three distinct sets of documents namely the file(s) making up the Proposal Bid Summary Form, the file(s) making up the Technical Proposal and the files(s) making up the Price Proposal. These files will be listed in the Proposal Bid Summary form.

All electronic bidding documents must be submitted in a non-editable format, for example secure PDF format or an image format such as JPEG.

The UNICEF reference **501867** and offeror's name must appear in the file name of all submitted electronic bidding documents. For example:

- **501867** -OFFEROR-BidSummary.pdf
- **501867** -OFFEROR-Technical Proposal.pdf
- **501867** -OFFEROR-Price Proposal.pdf
- **501867** -OFFEROR- File Passwords

Offerors should ensure that files submitted as part of their proposals are FREE of viruses, are not corrupted, are in the specified format, are readable and applicable passwords are correct. Failure to comply with these requirements will invalidate your proposals and prevent UNICEF from accepting the entire proposal.

Please note that at any time prior to the deadline for submission of Proposals, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the solicitation documents by amendment, including through provision of supplementary information. Prospective Offerors are therefore advised to check the UNGM website www.ungm.org for amendments and updates.

When submitted all file(s) making up the Technical Proposal and all file(s) making up the Price Proposal must be protected with two different passwords (one password for all Technical Proposal files and one password for all Price Proposal files).

The Bid Summary Form should not be password protected and should be signed by the duly authorized representative of the submitting institution.

Passwords for all files shall be submitted on the closing time indicated below in 8.2 to IDONOSO@UNICEF.ORG and copied to LMANANSALA@UNICEF.ORG. These passwords should not be sent to any other recipient.

Proposals received in any other manner will be INVALIDATED. Please be informed that submissions can be sent in batches but not to exceed UNICEF's email size quota of **five (5) megabytes** per email.

8.2 A full technical password protected proposal should be submitted in ENGLISH and must be received no later

than 25 August 2014 by 10:00 AM New York time. Prices or rates shall not appear in any part of the technical proposal.

8.3 The Price Proposal must be submitted in separate file and email and should be submitted in ENGLISH and must be received no later than **25 August 2014 by 10:00 AM New York time.**

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

8.5 The proposer must provide sufficient information in the proposal to address each area of the Evaluation matrix contained in THE TERMS OF REFERENCE/ Annex I to allow the evaluation team to make a fair assessment of the proposers and their proposals.

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

9.0 CONFIDENTIAL INFORMATION

9.1 Information which the Proposer considers confidential or proprietary must be marked clearly as such next to the relevant part of the text, and UNICEF will then treat such information in confidence.

10.0 RIGHTS OF UNICEF

10.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, or, unless otherwise specified by UNICEF or by the Proposer, to accept any item in the Proposal.

10.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract.

10.3 UNICEF also reserves the right to negotiate with the Proposer(s) who have submitted the most responsive evaluated proposals.

10.4 UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal for Services. This RFPS, along with any inquiries and responses thereto, and the proposals shall be considered the property of UNICEF and the proposals will not be returned to their originators.

11.0 PROPOSAL OPENING

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

B. TECHNICAL AND COMMERCIAL PROPOSAL REQUIREMENTS AND CONTENT

1.0 INFORMATION IN THE PROPOSAL

1.1 The proposer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this Request for Proposal for Services and the attached Terms of Reference. The proposal shall be composed of separate technical and financial proposals and shall adhere to the following:

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

1.1.2 Categories of information that are considered a mandatory requirement of this RFPS are outlined in the attached Terms of Reference.

1.1.3 The proposer must also provide sufficient information in the proposal to address each area of the items in the mandatory requirements to ensure the evaluation team can make a fair assessment of the company based only on its proposal.

2.0 COMMERCIAL/PRICE PROPOSAL

2.1 The following commercial criteria must be outlined in the commercial proposal:

- Currency: US Dollar

2.2 UNICEF reserves the right to:

- Contact any or all references supplied by the proposer
- Request additional supporting or supplementary data (from the proposers)
- Arrange interviews with the proposed Project Team/Institution
- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Enter into negotiations with the selected supplier
- Award contracts to more than one proposer for portions of the Terms of Reference defined herein

3.0 PROPOSAL EVALUATION PROCESS AND METHOD

3.1 UNICEF will set up an evaluation/selection team composed of technical and contracting representatives. Following the submission of the proposals, an evaluation will be conducted to assess the merits of each proposal. The evaluation will be restricted exclusively to the contents of the proposal, references and corporate financial health.

3.2 Each response will first be evaluated by UNICEF for compliance with the mandatory requirements of this RFPS. Mandatory requirements are indicated throughout this RFPS by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the proposer. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

3.3 Failure to comply with any of the terms and conditions contained in this RFPS, including the provision of all required information, may result in a proposal being disqualified from further consideration.

3.4 At the next stage, the responses which comply with the stated mandatory criteria will be evaluated in accordance with the technical evaluation criteria as outlined in this Terms of Reference and according to the relative weighting that UNICEF ascribes to each criterion.

3.5 For the proposal to be considered technically compliant, the proposer must achieve a minimum score of **50 Points**. Proposals not meeting this minimum score will be considered technically non-complaint and will be given

no further consideration.

3.6 Technical reviews may also include site visits, oral presentations and demonstrations, and checking of references.

3.7 Only at this stage will price be considered. The price/cost of each of the technically compliant proposals will be considered using the same methodology. The proposers should ensure that all pricing information is provided in accordance with Annex 1 and in this RFPS.

3.8 The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions that 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.:

Max. score for price proposal * Price of lowest priced proposal

Score for price proposal X = -----

Price of proposal X

All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

3.9 At this point, the most favorable proposals will be selected for short-listing. The proposers on the short list may be given the opportunity to give UNICEF an oral presentation in order to be asked detailed questions for clarification of their proposals.

3.10 Finally, the overall score for each of the proposals is calculated based on a ratio of **70% - 30%** between the technical and commercial proposal.

Maximum Points	
Technical Proposal Score	70 points
Price Proposal Score	30 points
Overall Proposal Score	100 points

C. COMMERCIAL PROVISIONS

1.0 PERFORMANCE

The resulting Institutional/Corporate Contract will define all applicable authorities related to this engagement. UNICEF will, together with the selected contractor(s), determine the criteria for fulfillment of the contract.

2.0 PROPERTY OF UNICEF

This Request for Proposal for Services, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

3.0 MOST FAVOURED PRICING

3.1 The rates quoted by the successful proposer shall be locked in for the duration of the resulting Institutional/Corporate Contracts. However, if at any time during the validity period of any resulting

Institutional/Corporate Contracts, the successful proposer offers to provide services as defined herein at a price/rate lower than the price/rate(s) effective under the Institutional/Corporate Contracts to any 3rd party, the supplier shall thereafter offer the same price/rate(s) to UNICEF under the Institutional/ Corporate Contracts.

3.2 The successful proposer is obligated to advise UNICEF, without any delay, in the event that any lower pricing/rate (s) is offered to any 3rd party.

3.3 In the event that the successful proposer fails to notify UNICEF and reduce its price(s) accordingly, UNICEF reserves the right to, with immediate effect, terminate the Institutional/Corporate Contracts.

3.4 Proposers are requested to provide prices in US Dollar. Failure to quote in US Dollar will invalidate the proposer.

3.5 Proposers are requested to confirm any discounts applicable to their proposals.

3.6 Proposers are requested to confirm any further discounts available for payment before UNICEF standard payment terms i.e. net 30 days.

4.0 VALIDITY OF PROPOSALS

4.1 Proposals should be valid for a period of not less than 180 days after proposal opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their proposal, as UNICEF may issue contracts against the most responsive evaluated proposal if requests for identical services are received from our offices/divisions during the proposal validity period. UNICEF may also request the validity period to be extended.

5.0 UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts included in this RFPS will form part of any resulting contract.

6.0 FULL RIGHT TO USE AND SELL

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

7.0 REFERENCES

7.1 The proposer is requested to provide the name of at least three (3) clients to whom it provides similar services. UNICEF reserves the right to contact these references, without notifying the proposer.

8.0 PROPOSER'S REPRESENTATIONS

8.1 The proposer represents and warrants that it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform his or her obligations under any resulting Contract.

9.0 ERROR IN PROPOSAL

9.1 Proposers are expected to examine all Schedules and all Instructions pertaining to the work or Proposal. Failure to do so will be at proposers own risk. In case of errors in the extension price, unit price shall govern.

10.0 AWARD / ADJUDICATION OF PROPOSALS

10.1 The Institutional/Corporate Contract for Services will be awarded to the Proposer offering the most responsive evaluated proposal and whose services are commercially, technically acceptable, and whose Proposal is in compliance with all Instructions, Specific Terms and Conditions, Special Notes and General Terms and Conditions contained in the RFPS, providing the Proposal is reasonable and it is in the interest of UNICEF to accept it.

10.2 UNICEF reserves the right to make multiple arrangements for any item(s)/services where, in the opinion of UNICEF, the most responsive evaluated Proposer cannot fully meet the 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 most responsive, second most responsive and third most responsive, etc. evaluated proposal which meets all the requirements stated in the RFPS document.

10.3 In case of an award, Proposers who have not previously received Institutional/Corporate Contracts from UNICEF may receive an Institutional/Corporate Contract for a limited service / period until satisfactory performance is established.

11.0 SUPPLIER REGISTRATION

11.1 Proposers are required to register with UNICEF via UNGM before an award can be made. If you have not already done so, please register via the UNGM website: <http://www.ungm.org> and follow the instructions.

The Institution must have juridical personality and need to present a copy of certificate of incorporation before a contract is awarded.

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 services or for 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 services pursuant to 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 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) 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 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 anything 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 fulfil 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 14, '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, forth with 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 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 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 adjudication 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.

ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE

1. INTRODUCTION OF THE SECTION

UNICEF works in both development and humanitarian action across multiple sectors and cross cutting areas. Programme Division provides global policy and strategic support to UNICEF Country Offices, with quality oversight assured by Regional Offices.

2. BACKGROUND INFORMATION

In 2008, the World Bank, European Union and the UNDG signed a Joint Declaration for collaboration in Crisis and Post Crisis settings. The agreement on Post Crisis assessments and Recovery Planning is a commitment of the tripartite partners to mobilize member institutions and resources to harmonize post-conflict and post disaster needs assessment methods and recovery frameworks to better support governments and affected populations with a coordinated approach. One of the areas of collaboration include the development of methodologies for assessment and training to staff to enhance institutional capacities on the assessment methodologies. Since the signature of the agreement, the three partners have developed common guidelines for conducting post disaster needs assessment. UNICEF was given responsibility for sectoral chapters on WASH, Education, Child Protection and Nutrition.

These guidelines elaborate on procedures to be undertaken by the three partners to support the national government to conduct a post disaster needs assessment and, on the basis of these findings, to produce an actionable and sustainable Recovery Strategy for mobilizing financial and technical resources.

However, the demand for PDNAs (Post Disaster Needs Assessment) far outweighs the capacities with the UN system as a result of which the UN system's participation and support to the assessment has been uneven and inconsistent. The capacity gaps in the country have been substituted with deployments from the head offices and regional offices of the UN and WB. This practice has proved unsustainable due to the constant demands for support from countries and the high costs associated with the deployment of international experts to the field. The UN and the other partners' capacities have been stretched not only due to limited expertise in the procedures for conducting assessments, but also due to a lack of knowledge of the methodologies for conducting assessments. Hence, there is recognition of a need to build a pool of PDNA / PCNA (Post Conflict Needs Assessment) experts, who can be deployed to support National Governments in conducting assessments and developing recovery programs.

A project funded by the European Union provides resources to conduct trainings for UN, EU and the World Bank staff, Regional Intergovernmental organisations and National Governments in selected high risk countries to develop skills for conducting assessments and developing recovery strategies. Training materials have been developed by the UN agencies (UNICEF covering WASH, Education and Nutrition) in collaboration with the European Union and the World Bank. The training materials are based on the existing materials developed over the years by the WB and UN, which are now being consolidated in the PDNA Guide. Case studies and exercises included to illustrate actual experiences and simulate the work in the field. For the purpose of training staff from the 3 partner agencies, a four day training course has been developed. This PDNA training course will be run in six regions before the end of 2014. UNICEF is seeking immediate technical capacity to permit delivery of sectoral components (WASH, Education, Nutrition and Child Protection) of this training package to regional audiences in up to 6 regions during 2014

Concurrent to the rollout of the PDNA guidance, training and capacity building initiative, UNICEF will be seeking 'on call' access to technical capacity to provide leadership and national stakeholders with support in all four sectoral components during both PDNA and PCNA processes at country level.

3. PURPOSE AND OBJECTIVES

The overall objective is to outsource the task of providing UNICEF with predicable capacity ‘on demand’ to meet PDNA/PCNA obligations. This involves provision of practitioners with solid guidance and orientation on the PDNA process, with specific focus on WASH, Education, Nutrition and Child Protection components, thereby ensuring quality and consistency of PDNA process and value-added to national governments, whilst building capacity at both regional and national levels to undertake and support both PDNA and PCNA work at country level.

The specific objectives of the four day PDNA training events are:

- Increase the understanding of what constitutes disaster recovery and how it links to development;
- Increase the understanding of what is a post-disaster damage, loss and needs assessment methodology;
- Comprehension of how the assessment is organized and conducted in a post-disaster situation;
- Develop and enhance expertise in sector and cross-cutting assessment components;
- Orient the participants to the roles and responsibilities of the tripartite partners, National Governments, the UN system and other partners in conducting PDNAs;
- Improve inter-institutional communication and coordination in respect to PDNA and help the partners conduct PDNAs in an efficient, predictable and effective manner.

PCNA materials and training is likely to be developed in the coming months and will follow a similar rollout pattern.

4. SCOPE OF WORK

The contract is intended to provide UNICEF with the technical expertise to:

- a) Deliver technical training components (4 day duration) of both PDNA and PCNA initiatives in WASH, Education, Nutrition and Child Protection:
- b) Provide qualified capacity for sectoral leadership in these four sectors to strengthen the quality and value of PDNA and PCNA initiatives at national level. PDNA/PCNA initiatives normally commence 3 months after the start of a crisis and run for 6 to 10 weeks in duration.

Preference will be accorded institutions or partnerships capable of servicing all four or multiple sectors.

Applications from individual consultants will not be accepted.

5. UNICEF RESPONSIBILITIES

A) Training

UNICEF will:

- coordinate requests across all sectors with the contractor(s) to provide trainers for regional training events as and when the dates are confirmed, but no less than 30 days prior to the start date
- provide training materials as approved by the UNDG/WB/EU on signature of the contract and furnish the contractor(s) with updates as and when they occur from time to time

B) PDNA/PCNA events at National Level

UNICEF will:

- Coordinate requests through HQ for sectoral capacity from respective UNICEF Country Offices, each deployment being a draw-down by that UNICEF Country Office against the global LTA
- Provide background documentation and in-country briefing for deployed personnel
- Provide supporting letters for visa application
- Provide introductions, connectivity and transport in-country for deployed personnel
- Provide office space and basic IT support / connectivity in-country for deployed personnel

Other Responsibilities of the Institution/Consultant(s)

The institution should provide their personnel with their own computers. On an as-needed basis, the personnel will be granted access to UNICEF data bases and necessary software to utilize them.

The recommended Institution is responsible for the following during country visits: -

- Accommodation, food, travel and appropriate insurance of the contractor's workers, both international and local. This includes life and health insurance, incentives, hazard pay.
- Transport and accommodation of government and/or NGO staff who are/were involved in program work and who will be resource persons to the study.
- Copying of information in hard copy or electronic form.
- Hiring and travel of local translators, interviewers, drivers, watchmen, etc.
- Renting of office space, computers, tape recorders, information technology, outside of what UNICEF will make available at sites where it has existing offices

6. EXPECTED DELIVERABLES AND TIME LINE

A) TRAINING

Strong understanding of the four sectors amongst trainees / participants of the regional training events, of which 6 are planned by UNDP in 2014.

B) PDNA/PCNA events at National Level

Strong sectoral representation, leadership and influence of PDNA/PCNA initiatives at national level, ensuring that the interests of children, their rights and the rights of their families are protected, promoted and enhanced in accordance with UNICEF's mandate.

7. KEY SKILLS, TECHNICAL BACKGROUND, AND EXPERIENCE REQUIRED

The institution should preferably be a sourcing agency that can access, orientate and deploy high calibre sectoral expert/s in the areas of WASH, Education, Nutrition and Child Protection in both development and humanitarian settings.

The institution should provide consultants with:

- excellent spoken and written fluency in English and other UN languages
- excellent health and working flexibility / adaptability to work in difficult circumstances
- solid facilitation skills
- proven experience

- professional standing / recognition / association

Specifically the institution will provide sectoral experts with the following profiles:

WASH

- *Advanced university degree (minimum Master's degree level) in one of the disciplines relevant to the following areas: Public Health, Civil Engineering, Mechanical Engineering, Geology, Hydrology, Sanitation Engineering, or a field relevant to international WASH related development assistance. Additional training in Health Education or Communication for Development (Programme Communication), and or other crosscutting concerns an asset.*
- *Ten years of progressively responsible senior level professional work experience in the UN and/or other international development organization, national government or the private sector.*
- *Proven experience in managing and leading large programmes in support of national WASH authorities. Exposure and working understanding of the PDNA / PCNA initiatives of critical importance.*
- *Background/familiarity with Emergency (preparedness and response), the IASC Cluster approach preferable.*
- *Strong communication, training / facilitation skills*

EDUCATION

- *Advanced university degree (minimum Master's degree level) in relevant discipline; additional expertise in Disaster Risk Reduction, Governance, Social Protection, Early Recovery and or other crosscutting areas an asset.*
- *Ten years of progressively responsible professional work experience in humanitarian and development contexts, with at least 5 years of proven experience in managing and leading assessments and large scale education programmes.*
- *Exposure and working understanding of the PDNA / PCNA initiatives of critical importance; direct experience conducting PDNA/PCNA preferable.*
- *Experience in education financing and economics an asset.*
- *Strong coordination and capacity development skills, knowledge of the IASC cluster desirable.*
- *Excellent facilitator, with demonstrated experience in participatory training skills for adult learners.*
- *Excellent communication and writing skills in English, additional UN Language (particularly French and Arabic) will be an advantage.*

NUTRITION

- *Advanced university degree in Public Health, Nutrition and/or Medical Sciences.*
- *Minimum of ten years of progressively responsible professional work experience in humanitarian situations in developing countries in the field of nutrition in emergencies.*
- *Fluency in English (verbal and written). Good written and spoken skills in the language of the humanitarian operation and knowledge of another UN language an asset.*

- *Communication - Ability to express complex technical concepts effectively, both verbally and in writing; effectively presenting thoughts and ideas in a clear, concise, and readily understood manner. Listen to and acknowledges others' perspectives and views.*
- *Team Leadership - Energizes, inspires, and develops others by creating a shared vision, demonstrates model performance and professionalism, and recognizes and rewards results. Cooperates and works effectively with others in the pursuit of common goals respecting different gender, culture, opinions, values, perspectives, ideas, skills, expertise, knowledge, and experiences*
- *Judgement - Able to make effective, realistic, and impactful decisions based on limited information and time, logical inferences, experiences, and the consideration of implications, alternatives, and consequences.*
- *Flexibility - Works effectively on multiple assignments simultaneously in an emergency setting and adapts to changing demands and circumstances; adaptable and ready to travel with little or short notice*

CHILD PROTECTION

This consultancy requires extensive experience and technical knowledge on Child Protection programming in development settings, conflict and natural disasters affected countries along with understanding of PDNA/PCNA process.

- *Advanced University degree (Master's degree or higher) in Political Science, International Relations, Law, Human Rights, Social Sciences or related Field.*
- *Excellent facilitation skills with proven experience in Child Protection training development and delivery in all contexts.*
- *Minimum of 10 years of increasingly responsible professional experience in the area of child protection, gender- based violence, and or child rights both in humanitarian, recovery and/or development contexts.*
- *Knowledge of the Sector PDNA/PCNA Process and Recovery Framework. Experience with needs assessment processes particularly PDNA/PCNA and cross-sectoral programming is an asset.*
- *Understanding of humanitarian coordination structures, mechanisms and standards. Experience of the IASC Cluster approach is preferable.*
- *Proven experience in managing and leading national child protection programmes in development and/or humanitarian settings. Experience of child protection and gender mainstreaming is highly recommended.*
- *Ability to work under pressure and meet deadlines*
- *Excellent skills in written English language, interpersonal communication and collaborative project management*
- *Experience and understanding of working with the National Governments, United Nations, the European Commission, the World Bank and other national and international child protection actors.*
- *Flexibility and willingness to travel to countries in crisis situations to support capacity-building initiatives*

8. EVALUATION OF THE PROPOSAL

In making the final decision, UNICEF considers both technical and financial aspects. The Evaluation Team first reviews the technical aspect of the offer followed by the review of the financial offer of the technically compliant vendors.

The proposals will be evaluated against the following two elements:

a. Technical Proposal:

The technical proposal should address all aspects and criteria outlined in this Request for Proposal.

The Technical Proposals will be evaluated against the following:		
REF	CATEGORY	POINTS
1	Depth of expertise and suitability of profiles	
	Multiple sectors	7
	Depth of capacity available	18
	Diversity of capacity (cultural/geographic/linguistic)	10
2	Proven experience of the institution in deployment and support of consultants to emergencies / humanitarian	
	Numbers deployments (person days and person deployments) over past 4 years	8
	Geographics of recent deployment	7
	UN deployments / assignments	10
	Level of task and responsibility	10
Total Technical		70
Only proposals which receive a minimum of 50 points will be considered further.		

b. Price Proposal

The price should be broken down for each component of the proposed work, based on an estimate of time taken which needs to be stated.

The total amount of points allocated for the price component is 30. 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.:

$$\text{Score for price proposal X} = \frac{\text{Max. Score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

The format shown below is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples. Travel and per diems will not be noted, as this will later be determined and finalized by UNICEF and the chosen bidder.

1	Description of Activity/Item		All-inclusive daily rate for consultant deployment (in US\$)
	1. Training delivery (per sector)		
	1.1 personnel		
	1.2 other expenses		
	Subtotal Expenses		
	2. Country Support (per sector)		
	3.1 personnel		
	3.2 other expenses		
	Subtotal Expenses		
	Total: 1. + 2.		

*Payment Provisions

UNICEF's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract. UNICEF's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO or a government or other entity, specifies in the bid that there are special circumstances warranting an advance payment. UNICEF will normally require a bank guarantee or other suitable security arrangement.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNICEF at the time of finalizing contract negotiations with the awarded bidder.

TRAVEL:

Number of travelers, duration and dates of travel and travel locations will be agreed with UNICEF and the contractor prior to being arranged, undertaken and expensed.

UNICEF will reimburse travel related expenses based on actual costs or on the below criteria whichever is lower and upon presentation of receipts.

-Travel:[http://www.un.org/esa/cdo/hr/CIRCULARS/STAI20064%20-](http://www.un.org/esa/cdo/hr/CIRCULARS/STAI20064%20-%20OFFICIAL%20TRAVEL%20(SECTION%2010).pdf)

%20OFFICIAL%20TRAVEL%20(SECTION%2010).pdf Section 4, paragraph 4.2 , numerals (d) and (e)

-Accommodation (Daily Subsistence Allowance, DSA): <http://icsc.un.org/> (all countries and destinations can be found by navigating on the map)

-Terminal Expenses: Include all expenditures for transportation between the airport or other point of

arrival or departure and the hotel or other place of dwelling, including transfer of accompanied baggage and other incidental charges. For New York, the amounts to be reimbursed for each such trip are \$63 in respect of the staff member authorized to travel at United Nations expense. For all other duty stations, the amounts to be reimbursed for each trip are \$38. When official United Nations or government vehicle is made available for the trip, the amounts to be reimbursed shall be set at \$11.

Contractor shall be solely responsible for ensuring that all supporting documentation sufficient for UNICEF to identify the payment requested in relation to the relevant provision(s) of this contract accompanies each invoice, or is available upon UNICEF's reasonable request.

Annex II – Sample LTA Provisions

UNICEF wishes to engage Institution xxx to undertake the work as described in this LTA as may be required from time to time pursuant to a Corporate Contract(s), all on the terms and conditions set forth in this LTA; and Institution xxx, represents that it is qualified, ready, able and willing to carry out the work on the same terms and conditions;

And the LTA holder acknowledges that:

- a) UNICEF is not obligated to order any minimum quantity of Services from the LTA holder, pursuant to this LTA.
- b) UNICEF shall not be liable for any cost in the event that no purchase of Services is made under this LTA; and
- c) This Arrangement is non-exclusive, and UNICEF is entitled to procure the same or similar Services from other Contractors, as it sees fit.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. LTA Documents

1.1. This document and all annexes hereto, together with the following named documents, which are incorporated herein by reference, constitute the entire LTA (herein referred to as "the LTA" or "this LTA") between UNICEF and the LTA holder:

- a) The Proposal from xxx.
- b) The Request for Proposal for Services RFPS-USA-xxx;

1.2. The LTA documents are to be taken as complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the LTA shall be interpreted on the basis of the following order of priority:

- a) This document;
- b) The RFPS Proposal submitted by xxx. and
- c) The Request for Proposal for Services RFPS-USA-xxx.

The LTA represents the entire and integrated agreement of the Parties with regard to the subject matter hereof and supersedes all prior agreements, negotiations and representations, either written or oral.

2. Term and Termination

2.1 The LTA shall be valid for a term of 2 years, and shall commence on xx and expire at midnight on xxx, unless earlier terminated in accordance with the provisions of this LTA.

UNICEF shall be entitled to renew the LTA for a further term of ONE (1) YEAR and on the same terms and conditions, by giving the LTA holder written notice of its intention to renew the LTA not less than 30 days prior to the Expiry Date.

2.2 Either party may terminate this LTA upon three (3) months written notice to the other party, stating the reason for the termination.

2.3 In the event of a breach by one of the Parties, of a provision or provisions of the LTA, the other party may for valid cause, terminate the LTA upon 30 days written notice to the party in default, stating the reason for the termination.

2.4 In the event of a termination of this LTA:

- a) The LTA holder shall take immediate steps to cease provision of Services in a prompt and orderly manner and shall not undertake any forward commitments from the date of the termination notice;
- b) The LTA holder acknowledges that UNICEF shall only pay the LTA holder for Services satisfactorily provided in accordance with the LTA, to the date of the termination notice.

3. Project Authority

UNICEF and the LTA holder shall each nominate a Project Authority who shall be responsible for the day-to-day liaison and management of the LTA.

4. Provision of Services

4.1 UNICEF may issue Corporate Contracts to the LTA holder, from time to time during the term of this LTA, making reference to this LTA, and setting out the requirements and other instructions for the delivery of the Services.

4.2 The LTA holder agrees to provide the Services to UNICEF pursuant to the Corporate Contracts received during the term of the LTA, which shall conform to the description of the services and the prices specified in this LTA.

5. Specifications and Deliverables

The LTA holder shall be responsible to complete the work as described in this LTA with Annexes attached hereto. The LTA holder shall perform its obligations under this LTA with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.

6. Delivery Date

Delivery Date is to be understood as the time each work assignment is completed at the location indicated for delivery.

7. Price

UNICEF shall pay the LTA holder for the services performed in accordance with the terms of this LTA a sum which shall be based on the services performed by the LTA holder.

Notwithstanding any agreed discounts, the LTA holder acknowledges that the total payments for services by UNICEF under this LTA shall not exceed xxx USD, except if that amount has been increased by a written

amendment duly signed by an authorized representative of UNICEF.

The LTA holder shall not perform any work or services or provide equipment, products, materials or supplies which may result in the Price being exceeded without a prior written amendment of the LTA.

8. Payment

8.1 UNICEF shall, on fulfilment of the delivery terms, make payments within 30 days of receipt of the LTA holder's invoice for the services.

8.2 JOB TITLE & HOURLY RATES

As per its Financial Proposal submitted in response to RFPS-USA-xxxx-xxxxxx, the LTA holder will bill UNICEF at the agreed rates for each of the job title, with the following rates:

- A. - \$
- B. - \$

8.2.1 The exact hourly bill rate to be charged for each assignment will be determined in advance and will be included in the Institutional/Corporate contract making reference to this LTA.

8.3 UNICEF shall promptly notify the LTA holder of any dispute or discrepancy in the content or form of the invoice. The value of such disputed items as per the LTA shall be deducted from the invoice(s) in which they appear and the balance will be processed for payment. UNICEF and the LTA holder shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof.

The LTA holder verifies that the Proposed Hourly Bill Rate for each of the job titles includes, but is not limited to, base pay, benefits, Social Security, Worker's Compensation, cost of background checks, medical clearance, etc.

9. LTA holder's Personnel

9.1 The LTA holder shall be fully responsible for all work performed by its employees, agents, servants and sub-contractors under the LTA and shall only select individuals who are professionally and technically competent to perform the work, with appropriate training as may be required. The LTA holder shall take all reasonable measures to ensure that all personnel conform to the highest standards of moral and ethical conduct and that they respect local customs which are not otherwise inconsistent with the LTA holder's responsibilities under the LTA.

9.2 The LTA holder shall not assign any person to perform any managerial or supervisory function under this LTA unless UNICEF has given its prior written approval to the selection of such person. The LTA holder shall ensure that all personnel engaged to perform work under this LTA are medically fit to perform the work and adequately covered by insurance for any work related illness, injury, disability or death. The LTA holder shall submit proof of such insurance satisfactory to UNICEF before commencing any work under this LTA.

9.3 UNICEF shall not be liable for any action, omission, negligence or misconduct of the LTA holder's employees, officers, agents, servants and sub-contractors, nor for any insurance coverage which may be necessary or desirable for the purpose of this LTA, nor for any costs, expenses or claims associated with any illness, injury,

disability or death of such personnel performing work under this LTA.

10. Indemnification

The LTA holder 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 LTA holder or its employees, officers, agents, servants and sub-contractors in the performance of this LTA. 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 LTA holder, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this LTA.

11. Warranties

The LTA holder warrants that it will perform Temporary Staffing Services using generally recognized commercial practices and standards.

12. Order Confirmation

The LTA holder shall acknowledge receipt of the Corporate Contract(s) by signing and sending pdf copy within five working days of its receipt.

13. Invoicing Instructions

13.1 Invoices must refer to the Corporate Contract as well as the LTA, and the Corporate Contract and LTA numbers must be printed on the invoices.

13.2 The LTA holder shall submit the original invoice to the following address:

UNICEF
3 United Nations Plaza
New York, NY 10017, USA
Attn.: Name of the individual approving the Purchase Order

13.3 Unless otherwise authorized by UNICEF, a separate invoice must be submitted in respect of each Corporate Contract issued pursuant to this LTA and the LTA holder shall ensure that all invoices:

- a) Are submitted in English;
- b) Are payable in USD
- c) Refer to LTA No. xxx and the Corporate Contract pertinent to each particular work performed;
- d) Provide clear and specific details of the services that have been provided pursuant to a specified Corporate Contract number

13.4 Payments for the Services shall be deposited into the LTA holder's bank account as specified in the invoice(s).

13.5 UNICEF shall not pay any charge for late payment unless expressly agreed to in writing.

14. General Provisions

Any notice, request or consent required or permitted to be given or made pursuant to this LTA will be in writing, and addressed and sent by registered mail or confirmed facsimile transmission as follows:

If to UNICEF:

UNICEF

Attention:

Telephone:

If to the LTA holder:

xxx

Notices will be deemed to be effective as follows: in the case of registered mail, seven (07) days after posting; in the case of facsimiles, twenty four (24) hours following confirmed transmission.

The LTA holder warrants that no official of UNICEF has received or will be offered by the LTA holder any direct or indirect benefit arising from the LTA. The LTA holder agrees that any breach of this provision is a breach of an essential term of the LTA.

Nothing contained in the LTA shall be construed as establishing a relation of master and servant or of principal and agent between the Parties or any of them.

The LTA may be altered, modified or amended only by written instrument duly executed by all Parties.

15. Inspection and Acceptance

UNICEF shall have a reasonable time after completion of the work to inspect performance of the work and to reject and refuse acceptance of services not conforming to the LTAS. Payment for services pursuant to the LTAS shall not be deemed an acceptance of the services. Inspection prior to completion of the work does not relieve the LTAS holder from any of its obligations under the LTAS.

SPECIAL TERMS AND CONDITIONS - SERVICE CONTRACTS

A. DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

The LTA holder 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. The LTA holder is therefore required to disclose to UNICEF whether its company, or any of its affiliates, is subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization at the time of execution of this contract and throughout the duration of the contract period. The LTA holder recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the LTA holder.

B. UNETHICAL BEHAVIOUR

UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of

UNICEF LTA holders. Accordingly, any registered LTA holder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

C. CORRUPT AND FRAUDULENT PRACTICES

UNICEF requires that all LTA holders associated with this LTA 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 anything 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 LTA holders (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 LTA holder have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a LTA holder 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.

D. GUIDELINES ON GIFTS AND HOSPITALITY

LTA holders 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.

E. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the LTA holder will be unable to deliver the services by the delivery date stipulated in the contract, the LTA holder shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the LTA holder's cost, if reasonably so requested by UNICEF.

No grant of time to the LTA holder to cure a default hereunder, nor any delay or failure by UNICEF to exercise any other right or remedy available to the United Nations under this contract, shall be deemed to prejudice any rights or remedies available to UNICEF under this contract or constitute a waiver thereof.

F. RIGHTS OF UNICEF

In case of failure by the LTA holder to perform under the terms and conditions of this agreement, UNICEF may, after giving the LTA holder reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the services from other sources, in which event UNICEF may hold the LTA holder responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;
- b) Refuse to accept delivery of all or part of the services;
- c) Terminate the LTA without any liability for termination charges or any other liability of any kind for UNICEF;
- d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the LTA holder and deducts 0.5% of the value of the services pursuant to the contract per additional day of delay, up to a maximum of 10% of the value of the contract. The payment or deduction of such liquidated damages shall not relieve the LTA holder from any of its other obligations or liabilities pursuant to this contract.

G. GENERAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions attached shall apply to all Corporate Contracts subsequently issued pursuant to this LTA. In the case of any inconsistencies, the following order of precedence shall prevail:

- a) The Corporate Contract
- b) The LTA

ANNEX III – FREQUENTLY ASKED QUESTIONS (FAQs)

- 1. We have overlooked the dates and missed to confirm our participation during the period allowed, is it still possible for us to confirm our intention and submit the proposal?**

Failure to confirm will not disqualify interested proposers. Interested proposers can still participate by sending in their proposals on or before the stated deadline. However, failure to confirm may mean that the proposer will be excluded from the Question and Answer exercise.

- 2. We are not familiar with the other services required in the RFPS, can we bid partially on the services we offer?**

Proposals need not address all portions of this RFPS. Interested proposers are encouraged to bid on the services that they are able to deliver.

- 3. Can UNICEF provide an indication of the budget for this work?**

UN does not provide budgets for its request for proposals as this may unnecessarily bias their technical or price components.

Anticipated level of effort for each category of service is included in this RFPS, and therefore proposers need to estimate appropriate levels of expertise to achieve the specified outcomes as cost efficiently as possible, in line with the requisite personnel profiles. UNICEF will then assess each of the bids on their own technical and price merits which represent value for money for UNICEF.

- 4. Can UNICEF confirm that proposals sent have been received?**

Due to the high volume of communications, UNICEF cannot issue confirmation as to receipt of your proposals.

- 5. The RFPS outlines the instructions for electronic submission. We would like to submit a hard-copy, is this allowed? If so, to whom and what address should we send the proposals (in sealed envelopes) to?**

We do not accept hard-copy proposals anymore. Please refer to section 8.0 of the RFPS document for RFPS response format.

- 6. How can we find out about the results of our bids/proposals? Is it possible for UNICEF to provide us feedback that we can work on for future purposes? Can UNICEF provide information why proposing institutions were not selected?**

UNICEF will contact the selected proposers directly in writing. Technical review teams, constituted by experts in the area of work, compare the overall technical characteristics of all submissions. Proposals are then assessed as per the evaluation criteria reflected in the RFPS. Thus, it is not feasible to point out the small differences that could in a selection process influence the decision made in favour of a particular vendor.

- 7. Is there a specific format requested for the technical proposal and the price proposal? Is there a page limit or particular format required?**

There is no standard template for the technical proposal. However, for the price proposal, proposers are requested to use the format described in the RFPS (Table 2).

Section 8.0 of the RFPS explains the formats required in terms of document type, file size and password protection.

8. In point 7.1 of the RFPS (Commercial Provisions), does the term 'proposer' refer to the organization submitting the proposal only or does it include the individuals who will make up the project team?

This means that the proposer/ vendor/organization submitting the proposal must submit names and contact information for at least 3 references/clients that the proposer (i.e. vendor, proposer, organization) has provided similar services to so that UNICEF can contact them if necessary to confirm information provided by proposers.

The term proposer refers to the proposer/ vendor/organization submitting the proposal.

9. What is the indirect cost rate allowed by UNICEF?

UNICEF does not have a specific policy that norms this element of a commercial offer. However, for this RFPS proposers are requested to provide all-inclusive rates (i.e. no separate indirect cost rate should be specified).