

REQUEST FOR PROPOSAL FOR SERVICES (RFPS)

RFPS-USA-2015-502102

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for:

Use of Information Technology in Case Management for Child Protection in Emergencies

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

EMAIL: NYHQPGRFPS@UNICEF.ORG

IMPORTANT - ESSENTIAL INFORMATION

The reference **502102** must be shown in ALL e-mail subject.

The Request for Proposal for Services form must be used when replying to this invitation.
You are welcome to enclose your own specifications, if necessary.

Proposals must be received **by latest 10:00 AM (New York time) on 04 September 2015**. Proposal 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.

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.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal or prolong the vendor selection process.

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

REQUEST FOR PROPOSAL FOR SERVICES FORM (PROPOSAL BID SUMMARY FORM)

We are hereby submitting our Proposal in response to **RFPS-USA-2015- 502102**, 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

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: 18 August 2015**
- **Deadline for submission of questions or request for clarification: 16 August 2015**
- **Consolidated Q&A posted in UNGM: 28 August 2015**
- **Closing date/deadline for submission of full and final proposal: 04 September 2015**
- **Evaluation Period/Review of Proposals: 7-18 September 2015**
- **Contracts Review Committee submission, review and recommendation: 18-28 September 2015**
- **Award notice sent, contract drafting and approval: October 2015**
- **Award Notice posted in UNGM: October 2015**

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 by email: to 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 you learnt about this RFP (i.e. UNGM, UNICEF website, DevEx, direct invite, 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 Requests for clarifications must be submitted in writing through nyhqpgfps@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 NYHOPGRFPS@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 **502102** 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 ENGLISH and in a non-editable format, for example secure PDF format or an image format such as JPEG.

The UNICEF reference **502102** and proposer's name must appear in the file name of all submitted electronic bidding documents. For example:

- **502102-PROPOSER-BidSummary.pdf**
- **502102-PROPOSER-Technical Proposal.pdf**
- **502102-PROPOSER-Price Proposal.pdf**
- **502102-PROPOSER-File Passwords**

Proposers 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 Proposer, modify the solicitation documents by amendment, including through provision of supplementary information. Prospective Proposers 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 CDOUGLAS@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 not to exceed UNICEF's email size quota of **five (5) megabytes**.

8.2 A full technical password protected proposal should be submitted in ENGLISH and must be received no later than **04 September 2015 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 **04 September 2015 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 Offers 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.:

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

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

3.9 At this point, the most favourable 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 fulfilment 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