

REQUEST FOR PROPOSAL (RFP) FOR SERVICES

Ref: RFP/VIETNAM/2016/01

For institutional consultancy services

12 January 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

**“Building capacity on online child sexual exploitation for law enforcement
in Viet Nam - Child Protection”**

SEALED Proposals must be sent to:
UNITED NATIONS CHILDREN'S FUND
304 Kim Ma Street, Ba Dinh District, Hanoi, Vietnam

And be emailed to email address:
procurementvn@unicef.org

IMPORTANT – ESSENTIAL INFORMATION

The reference RFP/VIETNAM/2016/01 must be shown on the envelope containing the Technical Proposal and on the envelope containing the Price Proposal, as well as on the outer packaging containing both envelopes.

The Proposals **MUST** be received at the above address by latest **9:00 a.m** local time on:

25 January 2016.

Proposals received after the stipulated date and time will be invalidated.

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.

The Request for proposal includes below documents:

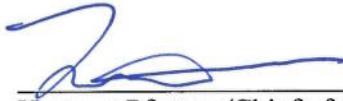
- Request for proposal
- Procedures and Rules
- Proposal for services form
- Statement of work and terms of references
- UNICEF General Terms and Conditions for Institutional/Corporate Contracts
- Supplier profile form (attached)

**THIS REQUEST FOR PROPOSAL HAS BEEN:
PREPARED BY:**



Bui Thu Trang/Supply Unit
(To be contacted for additional information. NOT FOR SENDING OFFERS)
Date: 12 January 2016

APPROVED BY:



Hartmut Pfortner/Chief of Operations
Date: 12 January 2016

PROCEDURES AND RULES

1. RFP RESPONSE FORMAT

All proposals (Technical and Financial) must be in English. The proposals must include, but not limited to the following components:

For Institutional services providers:

1.1. **Proposal for Services Form** (attached)

1.2. **UNICEF Supplier Profile form** (with copy of business license and all required supporting documents). The Supplier Profile form has been attached with this Request for proposals or can be downloaded at: http://www.unicef.org/vietnam/about_1779.html

1.3. **Operational and technical part of the Proposal**, including documentations to demonstrate that the service provider meets all requirements:

- Service providers' Corporate profile/organogram/proof of sound financial status;
 - Service providers' detailed of experience on related projects (i.e. similar projects), including at least 03 references and a sample of past relevant work; qualifications and experience of the institutions
 - Detailed of the kind of background data that you can provide for context.
 - Composition of the service providers proposed team to carry out the work including a summary CV of each member.
 - Activity development including:
 - Phased approach, actions, proposed methodologies and deliverables to achieve required outputs.
 - Expected time inputs of service providers proposed team.
 - Report, materials and resources provided at the end of the consultancy.
 - Timeline of proposed actions and any other comments, commitments, etc. that the service provider wishes to make.
- Costs shall not appear in any other part of this technical proposal.**

1.4. **Price schedule:**

Please provide costs as detailed in the attached TOR. However we welcome other suggestions to best achieve our objections but provide any such costs options.

The price schedule/proposal must be submitted in a separate envelops from other documents.

SUBMISSION OF PROPOSAL:

Please note the following mandatory requirements:

The service providers will be asked to submit the bid into separate sealed envelopes inside for a) the Technical Proposal and b) the Price Proposal

-International institutions submit proposals by email (electronic copies). Submission by post is optional.

The service providers are required to submit, in one original, their proposals which should include the required documents as in section 1.

The electronic Technical and Price Proposals are submitted as separate documents in PDF format. Both proposals must be emailed to the address: procurementvn@unicef.org.

Maximum size of email should be 5MB. Proposals can be submitted in several emails if necessary.

The service providers must provide sufficient information in the proposals to address each area of the evaluation criteria, to ensure that the evaluation team can make a fair assessment of the agency based only on its proposals.

Information which the service provider considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will then treat such information accordingly. All information provided by the service provider will be treated as confidential and will be used for UNICEF internal assessment procedures.

Deadlines for submission: Proposals **MUST** be received at the above address by latest: **9:00 a.m local time on 25 January 2016**. Proposals for Services received after the stipulated date and time will be invalidated.

2. PROPOSAL EVALUATION

Following the submission of the proposals by service providers, evaluation will be conducted to assess the merits of each proposal by a special UNICEF evaluation team.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

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

Technical evaluation criteria and relative points

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	Completeness of response	10
	Overall concord between TOR requirements and proposal	10
Maximum Points for overall response		20
Company and Key Personnel	Reputation of Organization and Staff (Competence / Reliability)	15
	Range and depth of experience with similar projects	10
	Qualification and experience of the proposed team leader	10
	Qualification and experience of the proposed team members	10
Maximum Points for Company and Key Personnel		45
Proposed Methodology and Approach	Understanding of TOR objectives in the proposal	10
	Technical proposal as per TOR objectives	20
	Innovative approaches proposed	5
Maximum Points for Proposed Methodology and Approach		35
TOTAL Maximum		100

2.1. Weighted ratio between the technical and the price criteria: (70:30)

The ratio between the technical and the financial proposal for this task is 70:30 respectively. Only those proposals that score over 70 points on the technical proposal will be considered technically responsive, and their price proposals will be opened and evaluated. Proposals, which are considered technically non-compliant and non-responsive, will not be given further consideration.

The final selection of the most responsive proposals will be based on the best overall, in terms of technical score and price score.

The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. However, UNICEF will apply payment schedule proposed by UNICEF's relevant programmatic sections/units after considering all aspects including the suggestion of the bidder.

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

3. RFP TERMS AND CONDITIONS

3.1. PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators.

In submitting this proposal the bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

3.2. RIGHTS OF UNICEF

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

Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the bidder (s);
- visit and inspect service provider premises;
- request additional supporting or supplementary data (from the bidder);
- arrange interviews with the bidder(s) and with the proposed Project team/consultants;
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with most favourable service provider(s)
- award contracts to more than one service provider (s) for the statement of work defined herein.

3.3. VALIDITY

Proposal must be valid for a minimum of ninety (90) days from the date of closing of this RFP and must be signed by an authorised representative of the institution. Bidders are requested to indicate the validity period of their proposal in the Proposal Form/Letter of Interest and availability. UNICEF may also request for an extension of the validity of the proposal.

3.4. CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Special and General Terms and Conditions (for Institutional Corporate Contracts or Consultant Contracts) are attached and will form part of any contract resulting from this RFP.

3.5. PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Contractual payment value is based on the payment schedule proposed by UNICEF's relevant programmatic sections/units after considering all aspects including the suggestion of the bidder, deliverables and is a **lump-sum (fixed price) amount**.



4. PRICE SCHEDULE/FINANCIAL PROPOSAL

The Service provider/consultant is asked to prepare the Price Schedule/Financial proposal in a separate envelop (and PDF document if submitting electronically) from the rest of the RFP response.

The Price Schedule/Financial Proposal must provide breakdown of all costs related as detailed in the Scope of Work and Terms of References such as consultancy fees, travel costs, administrative costs... However, we welcome other suggestions to best achieve our objectives but provide any such costs as options.

The currency of the proposal shall be in US Dollars. Otherwise, UNICEF will convert the proposed amount into contract's currency at UN exchange rate at the date of opening financial proposals. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.



PROPOSAL FOR SERVICES FORM

THIS PAGE/FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT

Any Contract or Purchase Order resulting from this Request for Proposal (RFP) shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contract and any other Specific Terms and Conditions detailed in this RFP.

INFORMATION

Any request for information regarding this RFP must be forwarded by email to the attention of the person who prepared this document, with specific reference to the RFP Number.

DECLARATION

The Undersigned, having read the Terms and Conditions of RFP/VIETNAM/2016/01 set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: _____

Date: _____

Name & Title: _____

Company name: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

Validity of Offer: _____

(not less than 90 days)

Currency of Offer: _____

Please indicate after having read UNICEF Payment Terms which of the following Payment Terms are offered by you:

10 Days, 3.0% _____ 15 Day, 2.5% _____ 20 Days, 2.0% _____ 30 Days,

Net _____

Other Trade Discounts: _____

STATEMENT OF WORK AND TERMS OF REFERENCE

Format for Terms of Reference

Building capacity on online child sexual exploitation for law enforcement in Viet Nam Child Protection

1. Background

Viet Nam tops the Asia-Pacific region with a 12.04% internet user growth from 2000 to 2010, and over a third of Vietnamese internet users (38%) are adolescents and young people aged 15-24 (MOLISA-UNICEF study on Youth On Line 2011). According to the MIC survey in 2014, 83.5% of people in the urban areas and 58.8% people in the rural areas access and use the internet. Social networking, gaming, entertainment browsing, reading news and chatting are the most popular online activities.

While there are many benefits to internet and associated technologies, children and adolescents are more vulnerable to online abuse than adults as they are often poorly equipped to fully understand the potential associated risks. Online abuse is any type of abuse that happens on the web, whether through social networks, playing online games or using mobile phones. Children and young people may experience cyberbullying, grooming, sexual abuse, sexual exploitation or emotional abuse.

In this context, prevention and protection of children from online abuse are key priorities of UNICEF Viet Nam Child Protection Programme. In mid-2015, financial support was received from the UK Trust Fund for "Strengthening online protection of children in East Asia and the Pacific including Indonesia, Mongolia, Philippines, Viet Nam and Pacific Regional Office". Part of this initiative are capacity building activities for law enforcement in tackling online child sexual abuse.

Currently in Vietnam the two main police departments responsible for combating this type of crime are the high-tech crime police, which is responsible for proactive online investigation, and the criminal investigation police, which mandates to conduct formal investigations of crimes against children during criminal proceedings. During the past years, there have been efforts to build in-service capacity on child sexual abuse and online child exploitation for the police with support from UNICEF, the UK, American and Australian Governments and other international partners. In this context, the Ministry of Public Security (MPS) has sought UNICEF support to build institutional capacity for law enforcement to successfully prevent, detect, and investigate online child sexual exploitation (CSE). This includes updated in-service training for key detectors and investigators within the high-tech crime police and criminal investigation police departments to respond to the urgent needs to tackle this crime on the one hand, the development of a roster of qualified national trainers on online child sexual exploitation to sustain and expand future training, and to develop a pre-service training program to be implemented by the People's Police Academy.

This assignment requires high-level technical expertise and relevant international experience on technology-facilitated crimes against children, legal protection and justice for children, as well as capacity building.

Given the complexity of the tasks and in consultation with the MPS, it is highly recommended to bring in an international organization/team to complete this consultancy.

2. Purposes and Objectives

The purpose of this consultancy is to build institutional capacity for law enforcement professionals to successfully prevent, detect, and investigate online child sexual exploitation. The consultancy will deliver:

- A training package on fundamentals of online child sexual exploitation that includes resource materials for participants and trainer guide for master trainers
- A roster of 15-20 qualified national master trainers who are capable of facilitating pre-service training courses on online CSE for the Police Academy students, as well as in-service training courses for police officers in charge of detecting and investigating online CSE crime.
- 30-40 selected detectors and investigators of high-tech crime and criminal investigation police departments are equipped with fundamental knowledge and skills for effective prevention, detection, response and investigation of online CSE crimes.
- 15-20 selected detectors of the high-tech crime police department are equipped with advanced knowledge and skills to detect and investigate online CSE crimes.
- Advocacy messages delivered at an advocacy workshop for the systematic and sustainable capacity building approach for law enforcement officers on online CSE

3. Description of the assignment

Task 1: To develop a training package on fundamentals of online CSE, including resource materials for participants and trainer guide for master trainers

To perform this task, the consultant will conduct a review of available literature and legislation to have an overall understanding of the situation of online CSE in Vietnam. UNICEF will provide the consultant with available research and materials for this purpose, including draft Youth of Vietnam Online study of 2013 (unpublished), draft legal review on online child sexual exploitation in Vietnam, the People's Police Academy's Training Package on Commercial Sexual Exploitation of Children (2007) developed with support from UNICEF, and relevant legislature and legal documents. UNICEF will also liaise between the consultant and the counterparts of the MPS for a rapid training need assessment. It is expected that the consultant will also engage with key international agencies in this area in Viet Nam including the UK Embassy, Australian Embassy, the United States Embassy and any other relevant agencies.

Based on the review of the above literature, discussions and findings from the training need assessment, the consultant will develop an appropriate training package on online CSE. The training package should help trainees appreciate inherent challenges in investigation of this type of crime, have better understanding of child sex offenders who use the internet to sexually exploit children, legal issues surrounding online exploitation investigation, and have better skills to interrogate suspects and interview child victims. The training package will be used for the TOT training under task 2 and the first in-service training under task 3 as pretest. It will then be finalized for use by the master trainers for training events organized by the MPS in the future, including potential adaptation for integrating into the training curriculum of the People's Police Academy.

Task 2: To conduct a TOT training on online CSE for 15-20 national master trainers

This task will be undertaken in collaboration with the People's Police Academy. 15-20 key lecturers of the People's Police Academy and other police training institutes, and key detectors/investigators of the high-tech crime and criminal investigation police departments will be selected to attend the TOT training. These master trainers are expected to become certified to act as trainers in subsequent training courses organized by the MPS for newly recruited police officers as well as frontline detectors and investigators of online child abuse cases.

Task 3: To conduct a training on basic online CSE for 40 selected frontline detectors and investigators to equip them with fundamental knowledge and skills for effective prevention, detection of, and response to referrals and conduct basic investigation

This in-service training will be organized for both detectors from the high-tech crime police department and investigators from the criminal investigation police department with a view to strengthening experience sharing, understanding and collaboration between the two departments.

Task 4: To conduct an advanced technology training to equip 15-20 selected detectors of the high-tech crime police department with tools, technologies, and investigative techniques needed for effective detection and investigation of online CSE

This training is exclusively for 15-20 selected detectors of the high-tech crime police department who already have an advanced level of knowledge and skills on tackling technology-facilitated crime with a view to further enabling them in the conduct proactive investigation of child pornography and other online CSE cases.

Task 5: To facilitate an advocacy workshop with the MPS for integration of online CSE into the training curriculum of the People’s Police Academy

The consultant team will attend and make a presentation at a one-day advocacy workshop with the MPS to advocate for systematic and sustainable capacity building approach for law enforcement officers on online CSE.

4. Deliverables, location, and timeframe

Task	Deliverable	Time Frame (no of days)	Tentative Dates
Task 1. To develop an appropriate training package on online CSE	Training package available, including resource materials for participants and trainer guide for master trainers	10 days home-based	1-20 Feb
Task 2. To conduct a TOT training on online CSE for 15-20 national master trainers departments	Draft training programme agenda and power point presentations	5 days, Vietnam (location TBC)	22 Feb-25 Mar
Task 3. To conduct a training on online CSE for 30-40 selected detectors and investigators of high-tech crime and criminal investigation police departments	Draft training programme agenda and power point presentations	3 days Vietnam (location TBC)	22 Feb-25 Mar
Task 4. To conduct an advanced training for 15-20 selected detectors of the high-tech crime police department	Draft training programme agenda and power point presentations	3 days home-based, 4 days Hanoi	22 Feb – 25 Mar
Task 5. To facilitate an advocacy workshop with the MPS for integration of online CSE into the training curriculum of the People’s Police Academy	PowerPoint presentation(s)	1 day Hanoi	22 Feb – 25 Mar

5. Reporting requirement

The consultant team is expected to submit the following reports/documents both electronically and in

hard copy in undertaking the assignment:

- Training agenda, training materials as described in the deliverables, including handout for participants and trainer guide for master trainers
- PowerPoint presentation(s) for the advocacy workshop
- Trip report upon completion of the in-country mission, with recommendations for UNICEF in relation to future support for tackling of online child sexual exploitation

6. Qualifications and experience required:

- An internationally recognised and reputable organization/team specializing in child exploitation and online protection, with a minimum of ten years of proven track-record in international capacity building activities for law enforcement professionals on technology-facilitated crimes and online child sexual exploitation.
- Good knowledge of the region and Viet Nam, with prior related regional experience
- The consultant team must comprise of at least two members and shall be headed by a Team Leader. The Team Leader should have:
 - Demonstrated managerial-level competence and experience in organizing, facilitating international capacity building activities for law enforcement professionals from different countries on technology-facilitated crimes and online child sexual exploitation
 - Extensive law enforcement experience in tackling child sexual abuse and technology-facilitated crimes
 - Strong educational qualifications in the field of law enforcement, criminology, law, human rights, computer science or related fields
 - Strong knowledge of relevant international treaties and standards and experience working with the UN;
 - Fluent in English and excellent oral, written, communication and reporting skills
- The team members who act as trainers in the training will have:
 - Relevant university qualifications in the field of criminology, law enforcement, law, human rights, computer science or related fields
 - At least five years minimum police investigative experience, including specific to online child sexual exploitation
 - Strong knowledge and experience about child protection issues, in particular commercial sexual exploitation of children
 - Good knowledge of international standards and national laws (an asset) related to child protection
 - Solid experience in institutional capacity building on online child sexual exploitation with proven experience in conducting training-of-trainers on interactive training methods and topics related to children's rights
 - Excellent oral, written, and communication skills

7. Administrative issues:

- Potential consultant teams are requested to submit their technical and financial proposals. Actual amount to be contracted will be fixed upon assessing proposals and follow-up negotiations technically and financially.
- UNICEF Child Protection section will provide translation of documents and deliverables, interpretation during the training and advocacy workshop, and other costs associated with the



organization of the training and advocacy workshop, including venue, refreshment, stationaries, and copying of materials.

- Potential consultant teams should provide full contacts for reference check in their application.
- UNICEF's Supply Unit will contact the potential consultant teams for more information if needed to inform the technical evaluation.

8. Payment schedule:

The contract will be paid in lump sum according to the following schedules:

- 30% of payment at the completion of Task 1
- 70% of payment at the completion of Tasks 2, 3, 4, and 5

9. Management:

The consultant team will be supervised by the Legal Specialist, Child Protection, who is responsible for liaison with the consultant team, providing technical input, providing relevant reference materials and day-to-day support. The Child Protection Section Chief will provide the overall guidance and approval of the final product.

**UNICEF GENERAL TERMS AND CONDITIONS APPLIED FOR
INSTITUTIONAL/CORPORATE CONTRACTS**

1. Acknowledgement Copy

Signing and returning the acknowledgement copy of a contract issue 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. Source of Instructions

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

7. 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.

8. 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.

9. Copyright, Patents and Other Proprietary Rights

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

14. Confidential Nature of Documents

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

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

15. Force Majeure; Other Changes in Conditions

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

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

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

16. Termination

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

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 bidders 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.

