

## REQUEST FOR PROPOSAL (RFP) FOR SERVICES

Ref: RFP/VIETNAM/2016/07

For both institutional and/or individual consultancies

01 July 2016

### UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

**“VIDEO DOCUMENTATION IN HANOI AND DA NANG ON 11-12  
JULY 2016”**

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

And MUST be emailed to email address:  
[procurementvn@unicef.org](mailto:procurementvn@unicef.org)

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### IMPORTANT – ESSENTIAL INFORMATION

The reference RFP/VIETNAM/2016/07 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 16:00 p.m. local time on:

**07 July 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) – for Institutions
- P-11 form (UN Personal History Form) (attached) – for Individual Consultants
- Confidentiality and Non-disclosure Agreement (attached)

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



Duong Phuong Thanh/Supply Unit  
(To be contacted for additional information. NOT FOR SENDING OFFERS)  
Date: 01 July 2016

**APPROVED BY:**



Tran Thi Minh Huong/For Chief of Operations  
Date: 01 July 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](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 objectives but provide any such costs options.

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

#### **For individual consultants:**

##### **1.5. Letter of Interest** including availability;

##### **1.6. Curriculum Vitae (CV)** with 3 references

##### **1.7. Technical proposal:** a 2 - 4 page proposal outlining the proposed documentation ideas, describing the comparative advantage to undertake the assignment, the samples (report) of past relevant works;

##### **1.8. Performance Evaluation Report** (if available)/References of similar consultancy assignments;

##### **1.9. Release letter** in case the selected consultant is Government Official.

##### **1.10. Price Proposal:** Including proposed consultancy fee lump sum including travel costs and P-11 form (UN Personal History Form).

**The price proposal must be submitted in a separate envelop from other documents.**

**Costs shall only be included in the price proposal and shall not appear in any other part of the other submitted 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*

**Institutions/individual consultants 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](mailto: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: **16:00 p.m. local time on 07 July 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
<b>Overall Response</b>	Completeness of response	02
	Overall concord between RFP requirements and proposal	03
<b>Maximum Points for overall response</b>		<b>05</b>
<b>Company and Key Personnel</b>	Reputation of Organisation and Staff (Competence / Reliability)	10
	Litigation and Arbitration history	05
	General organisational capability which is likely to affect implementation	10
	Quality assurance procedures, warranty	05
	Range and depth of experience with similar projects: - Number of customers - Size of projects - Number of staff per project - Client references	10
	Qualification: - Proposed team structure - Relevant experience, qualifications and position with firm	10
<b>Maximum Points for Company and Key Personnel</b>		<b>50</b>
<b>Proposed Methodology and Approach</b>	Technologies used - compatibility with UNICEF	05
	Project management, monitoring and quality assurance process	02
	Innovation approach	05
	Instructional strategies	03
<b>Maximum Points for Proposed Methodology and Approach</b>		<b>15</b>
<b>TOTAL Maximum</b>		<b>70</b>

### 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 50/70 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.

Only technically qualified candidates will be shortlisted for next evaluation (interview/questions/tests or price evaluation).

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/candidate 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/candidate.

All prices/rates quoted must be clearly specified whether it is inclusive or 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/candidate 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/candidate who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder/candidate 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/candidate in preparing the response to this Request for Proposal. The Bidder/candidate 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/candidate(s);
- visit and inspect service provider premises;
- request additional supporting or supplementary data (from the bidder/candidate(s));
- arrange interviews with the bidder/candidate(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/consultant (s)
- award contracts to more than one service provider/consultant(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. Bidder/candidates 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 costs as detailed in the Scope of Work and Terms of References. However, we welcome other suggestions to best achieve our objectives but provide any such costs as options.

**IMPORTANT:** The Service Provider is advised to break the price schedule/financial proposal into main parts relevant to the Scope of work and deliverables.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

The currency of the proposal shall be in Vietnam Dong. 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 clearly specified whether it is inclusive or 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/2016/07 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

### UNITED NATIONS CHILDREN'S FUND Viet Nam Country Office

#### Terms of Reference for Consultants and Contractors

#### Rationale and context of the assignment for consultant videographer:

UNICEF Viet Nam seeks to hire a **video producer/editor** to provide video documentation in Ha Noi and Da Nang in relation to the visit of the Korean delegation on 11-12 July 2016. The Korean Committee for UNICEF (KCU) will be visiting Viet Nam on 11-12 July with a corporate donor to sign a joint Memorandum of Understanding in Ha Noi and to visit UNICEF supported projects related to inclusive education in Ha Noi and Da Nang.

The final video is intended to be disseminated through UNICEF channels to highlight the positive impact that the partnership between UNICEF and the corporate donor will have on vulnerable children in Viet Nam.

#### Scope of Work:

WHAT	HOW	COVERAGE
<b>Advocacy and programme coverage</b>	<ul style="list-style-type: none"> <li>Professional documentary video coverage of the key highlights of the delegation's visit in Viet Nam as well as featuring UNICEF supported projects.</li> <li>Shot-lists and storylines</li> </ul>	<ul style="list-style-type: none"> <li>Official signing ceremony</li> <li>Delegation visiting schools</li> <li>Delegation meeting with senior government officials.</li> <li>Authentic moments of interaction with children</li> <li>Situation of affected community, scale of violence crisis, reconciliation process.</li> <li>General coverage of UNICEF programme.</li> </ul>
<b>Style</b>	<ul style="list-style-type: none"> <li>Travel diary style highlighting the key highlight of the delegation's visit</li> <li>Wide variety of shots, b-roll, beauty breathing shots.</li> </ul>	<ul style="list-style-type: none"> <li>Interview delegation members on their feedback during the visit</li> <li>Gather feedback from host to highlight the importance of the visit.</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>Production with 2 outlets in mind               <ol style="list-style-type: none"> <li>Broadcasters- requiring raw materials</li> <li>online and social media platforms -requiring edited first person pieces</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>1 edited video of 2-3 minutes (2 profiles) in original language with English subtitles</li> <li>Broll select for broadcasters</li> </ul>

### Responsibilities:

- a) **Coordination:** The consultant is responsible for working with UNICEF staff on the ground to identify in details key moments to be covered and to take in consideration any sensitivities
- b) **Filming:** Follow the delegation during their visit and gather high quality video footage during key moments. Conduct and film interviews with 3-4 participants and collect video context footage
- c) **Editing:** Nonlinear editing of the video footage with a storyline for the visit and taking into consideration the feedback from UNICEF.
- d) **Transmission of video b-roll and edited pieces:** transmit video as required as per specifications of format, platform, shot-listing, etc
- e) **Archiving:** Complete shotlist and transcribed quotes for the final edited video and b-roll select
- f) **Distribution of video:** Materials provide in formats that are applicable to UNICEF platforms, broadcasters, online news and social media outlets. Personal pitching contact opportunities welcomed.
- g) **Timeline**  
The contract is expected to begin on 11 July 2016 and end on 14 July 2016
  - 2 days production (11-12 July)
  - 2 days post-production (13-14 July)
- h) **Guidelines:** The consultant must adhere to UNICEF guidelines on captioning and metadata, and provide a quick high quality turnaround to service media and social media needs.
- i) **Consultant videographer** supplies all professional equipment.
- j) **UNICEF** has world rights of all selected media in perpetuity.

### Tangible and measurable outputs/deliverables of work assignment, delivery dates, and Costs.

Deliverables	Target Deadline for deliverable	Duration	Amount payable per deliverable
2 days of filming in Ha Noi and Da Nang to capture key moments of the visit	11-12 July	2 days	As per financial proposal
1 edited video of 2-3 minutes (2 profiles: online and broadcasters) in original language with English subtitles  B-roll selects and source footage for international broadcasters with shotlists and transcribed quotes as	13-14 July	2 days	As per financial proposal

Deliverables	Target Deadline for deliverable	Duration	Amount payable per deliverable
described in the Scope of Work above.			
<b>TOTAL CONTRACT VALUE:</b>	11-14 July	4 days	As per financial proposal

- a) **Duty Station:** Ha Noi and Da Nang
- b) **Travel:** The Consultant will be expected to travel to Da Nang on 12 July (departure in the morning return in the evening) and should therefore include travel costs in the financial proposal.
- c) **Name of Supervisor of Contract and timeframes for reviewing milestones and performance:** Communication Manager, UNICEF Viet Nam. Reviews conducted during assignment and at the end of contract.
- d) **Performance indicators for evaluation of results:** Quality of shooting, editing and timely delivery of appropriate paperwork, shotlists, scripts, transcriptions etc.
- e) **Qualifications or specialized knowledge/ experience required:**
  - Professional videographer with 6-8 years' experience.
  - Prior experience working with international organizations/media
  - Ability to deliver materials according to the specified quality and technical requirements
  - Track record of materials distributed to international broadcasters and online media platforms
  - Track record editing for social media platforms
  - Ability to disseminate video to media outlets independently when possible
  - Fluency in English is required
- f) **Payment Terms:** On completion of the assignment, payment will be made in total maximum 30 days after submission of final invoice and subject to satisfactory performance.

UNICEF recourse in case of unsatisfactory performance: Payment will only be made for work satisfactorily completed and accepted by UNICEF.

**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 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.

## **UNICEF GENERAL CONDITIONS OF CONTRACTS APPLIED FOR THE SERVICES OF CONSULTANTS/INDIVIDUAL CONTRACTORS**

### **1. Legal Status**

The individual engaged by UNICEF under this contract as a consultant or individual contractors (the "Contractor") is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations. The Contractor is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfill the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

### **2. Obligations**

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Contractor must respect the impartiality and independence of UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of UNICEF. The Contractor must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Contractor (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of UNICEF relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

Unless otherwise authorized by the appropriate official in the office concerned, the Contractor must not communicate at any time to the media or to any institution, person, Government or other entity external to UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contract.

### **3. Title rights**

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Contractor which bears a direct relation to, or is made in order to perform, this contract. At the request of UNICEF, the Contractor shall assist in securing such property rights and transferring them to UNICEF in compliance with the requirements of the law governing such rights.

#### **4. Travel**

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor's travel costs shall be set out in the contract, on the following basis:

(a) UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.

(b) UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

#### **5. Statement of good health**

Before commencing work, the Contractor must deliver to UNICEF a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to UNICEF (other than to duty station(s) with hardship ratings "H" and "A", a list of which has been provided to the Contractor) the Contractor's medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

#### **6. Insurance**

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

#### **7. Service incurred death, injury or illness**

If the Contractor is travelling with UNICEF's prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF's approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF's prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF's approval. Such compensation will be paid through a third party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

#### **8. Arbitration**

(a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.

(b) If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

## **9. Penalties for Underperformance**

Payment of fees to the Contractor under this contract, including each installment or periodic payment (if any), is subject to the Contractor's full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF's satisfaction, and UNICEF's certification to that effect.

## **10. Termination of Contract**

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF's satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

## **11. Taxation**

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.