



United Nations Children's Fund
UNICEF Supply Division
Oceanvej 10-12
2150 Nordhavn
Copenhagen
Denmark

REQUEST FOR PROPOSAL FOR SERVICES

RFPS-DAN-2016-502318

02 September 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Temporary Laborers Services for UNICEF Warehouse

Offers should be sent by:

E-mail to: supplybid@unicef.org

Alternatively offers can be sent by mail to:

UNICEF
Attention: BID SECTION
Oceanvej 10-12,
2150 Copenhagen,
Denmark

IMPORTANT - ESSENTIAL INFORMATION

The reference RFPS-DAN-2016-502318 must be indicated in the offer in accordance with the instructions provided in this document. The Request for Proposal for Services (RFPS) Form on page 3 must be used when replying to this RFPS.

Offers must be received at the above E-mail/post address by latest 23:59 hours (Copenhagen time) on 28 September 2016. Offers received after the stipulated date and time will be invalidated.

It is important that you read all the provisions of the RFPS, to ensure that you understand UNICEF's requirements and can submit an offer in compliance with them. Note that failure to provide compliant offers may result in invalidation of your bid.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



Date: 02/09/2016

Jaclyn Benche

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : jbenche@unicef.org

Verified By:



Date: 02/09/2016

Olayinka Sanusi

Approved By:



Date: 02/09/2016

Pablo Panadero Utrilla

REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No. **RFPS-DAN-2016-502318** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

| Item | Service Description | Quantity | Unit | Unit Price | Price |
|---|-----------------------------|----------|------|------------|-------|
| 10 | Temporary Laborers Services | | | | |
| The Terms and References (TOR) for the provision of Temporary Laborers Services for UNICEF Warehouse is detailed in ANNEX I | | | | | |
| | Labourers for Warehouse | 1 | PU | | |

A. UNICEF SPECIAL TERMS AND CONDITIONS

1.0 PROCEDURES AND RULES

1.1 Organizational Background

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilise political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1 UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisations mission and work.

1.2 Purpose of the Request For Proposal for Services ("RFPS")

The purpose of this RFPS is to invite proposals for Labour Service for UNICEF Warehouse (LTAS). UNICEF wishes to enter into a non-exclusive Long Term Arrangement for Services ("LTAS") for the procurement of the services listed in the RFPS and required from time to time during the term of the LTAS. It will be a provision of such Arrangement, that UNICEF will not be committed to purchase any minimum quantity of these services. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTAS.

1.2.1 Purchases will be made against Contracts to be issued by UNICEF in accordance with the terms and conditions of any resulting LTAS. Actual quantities to be purchased will vary from Contract to Contract.

1.2.2 Other United Nations Agencies, Funds and Programmes shall be entitled to place orders/contracts under the terms and conditions of any LTAS resulting from this tender.

1.2.2 The proposed LTAS shall be valid for an initial period of twelve (12) months starting from 1st of May, 2017, with the possible renewal for an additional period of twenty-four (24) months.

1.3 Forecast Schedule

The schedule of the contractual process is as follows:

- Closing date and time for submission of full proposal: 28 September, 2016
- Questions to be received by: 16 September, 2016
- Estimated date of Signature of contract: 30 November, 2016

1.4 RFPS Change Policy

All requests for formal clarification or queries on this RFPS must be submitted in writing to Jaclyn Benche via e-mail to jbenche@unicef.org or via fax to +45 35 26 94 21. Please make sure that the e-mail or fax mentions the RFPS reference number.

Only written inquiries will be entertained. Written response (including an explanation of the queries without identifying the sources) will be sent to all the bidders that have received the solicitation document and will also be published on all the media (websites) where the RFPS had been published.

Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

1.5 RFPS Response Format

Full proposals should be submitted in ENGLISH and must be received no later than 23:59 (Copenhagen time) on 28 September 2016.

The RFPS shall be responded in accordance with the Instruction to Proposers on the page 8-11 of this RFPS.

Offers delivered in a different manner/form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected. Any delays encountered in the mail delivery will be at the risk of the Proposer.

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

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 Proposer's Response

1.6.1 Formal submission requirements

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

1.6.2 Request for Proposal for Services Form

The completed and signed Request for Proposal for Services Form must be submitted together with the Technical Proposal.

1.6.3 Mandatory criteria

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

1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this RFPS, especially in its Terms of Reference (ToR) and evaluation criteria of this RFPS. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the Technical Proposal.

1.6.5 Financial Proposal

The financial proposal should be as per but not limited to the requirements contained in the Statement of Work and/or Terms of Reference of this RFPS.

1.7 Confidential Information

Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 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 Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF reserves the right to make multiple arrangements for any service(s) where in the opinion of UNICEF, the lowest Proposer cannot fully meet the requirements or if it is deemed to be in UNICEF's best interest to do so. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer 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 Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of Service Providers as required to achieve the overall evaluation objectives.

1.9 Proposal Opening

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

1.10 Proposal Evaluation

After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval.

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

The responses to the RFPS should include and will be evaluated against the criteria as specified in the ToR (Annex I)

The Proposers should ensure that all pricing information is provided in accordance with the following:

- The currency(s) of the proposal shall be in accordance with the requirements stated in the ToR. Invoicing will be in the currency of the proposal.
- Notwithstanding any agreed discounts, prices offered by proposer shall constitute maximum ceiling prices and shall remain fixed for the period of validity of the resulting LTAS.

UNICEF will award the LTAS to the Service provider whose response is of high quality, clear

and meets the projects goals.

1.11 Property of UNICEF

This RFPS, 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 Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFPS.

1.12 Validity

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFPS and must be signed by an authorised representative of the legal entity submitting the proposal. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 Full right to use and sell

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

1.14 Payment Terms

Payment will be made only upon UNICEF's acceptance of the work performed. 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. Financial proposals should include any offered discounts based on earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.15 Contractual Terms and Conditions

The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFPS.

B. AWARD NOTIFICATION

Notification of the outcome on a RFPS with an estimated value over USD 100,000 advising product, awarded contractor and total value of award is published on a monthly basis on the following site: http://www.unicef.org/supply/index_27009.html.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING OFFERS

1.1 Offers shall be submitted in the manner indicated in the cover page of this document.

1.2 The Bid Form must be signed, and submitted together with the offer. The Bid Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposers should note that offers received in the following manners will be invalidated:

- a) without the Bid number;
- b) with incorrect e-mail or physical address than prescribed in the Bid documents;
- c) in a different form than prescribed in the Bid documents;
- d) do not follow the required confidentiality;
- e) received after the stipulated closing time and date;
- f) failure to quote in the currency stated in the Bid documents.

1.4 E-MAILED OFFERS (Electronic submission of Offers)

1.4.1 All e-mailed Offers must be submitted to **supplybid@unicef.org**, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of Offers. No other recipient should be "Cc" or "Bcc" in the e-mail submission.

1.4.2 Offers can be sent in batches not to exceed UNICEF's e-mail size quota of ten (10) megabytes per e-mail.

1.4.3 All e-mail communication in relation to the offer must clearly indicate the reference Bid number followed by the company name (e.g. 501234 Vendor Ltd for RFP-DAN-2014-501234) in the #Subject# line of the e-mail.

1.4.4 All Offers submitted by e-mail must be submitted as PDF (Portable Document Format) file.

1.4.5 Technical Offer and Financial Offer must be sent as separate files and clearly indicated in the file name; e.g. 501234 Technical offer.pdf; 501234 Financial offer.pdf. No price information should be provided in the Technical Offer.

1.4.6 Upon receipt of the offer submission, an "acknowledge receipt" will be generated automatically and sent to the sender's e-mail address. The notification serves as the only proof of receipt from UNICEF.

1.5 SEALED OFFERS (SUBMISSION BY LETTER)

1.5.1 Sealed Offers must be securely closed in the suitable envelope(s), clearly MARKED on the outside with the BID NUMBER, COMPANY NAME dispatched to arrive at the UNICEF office no later than the indicated closing time and date.

1.5.2 Technical Offer and Financial Offer must be sent in separate envelopes clearly indicated with the BID NUMBER, COMPANY NAME and a) Technical offer or b) Financial offer.

1.5.3 The Technical and Financial offers in response to the Request for Proposal (for Services) must be delivered in three (3) copies each unless otherwise specified in the Specific Terms and Conditions.

1.5.4 The Bid Form must be signed, and submitted together with the offer. The Bid Form should

be signed by the duly authorized representative of the submitting company.

2. OPENING OF OFFERS

2.1 In case when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public bid opening at the time, date and location specified in the bid documents. Proposers should note that the Bid Opening is the only time and place where information related to pricing from competitors is available.

3. REQUEST FOR INFORMATION

3.1 Any request for information regarding the specifications should be sent to the Contracting Officer indicated in this Bid document, and NOT to the Bid Section.

3.2 Inquiries received less than seven (7) calendar days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will be entertained. A response to written queries will be provided to all invitees in writing. Information provided verbally will not be considered a fundamental change and will not alter the bid document.

4. ERROR IN OFFERS

4.1 Proposers are expected to examine all requirements and instructions pertaining to the work or Bid. Failure to do so will be at Proposers own risk.

5. CORRECTIONS

5.1 Erasures or other corrections in the offer must be explained with the signature of the Proposer shown alongside.

6. MODIFICATION AND WITHDRAWAL

6.1 All changes to an offer must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier offer, or state the changes from the original offer.

6.2 Offers may be withdrawn on e-mailed, faxed or written request received from Proposers prior to the closing time and date. Negligence on the part of the Proposer confers no right for the withdrawal of the offer after it has been opened.

7. VALIDITY OF OFFERS

7.1 Offers should be valid for a period of not less than 90 days after bid opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their offer. UNICEF may request the validity period to be extended.

8. INCOTERMS (if applicable)

8.1 Failure to quote in accordance with the requested INCOTERMS may result in invalidation of the Proposal.

9. COUNTRY OF ORIGIN (if applicable)

9.1 Items produced in countries other than that of the Bidder must be indicated, stating the country of origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

10. SUPPLIER REGISTRATION AND EVALUATION

10.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must apply to become a UNICEF supplier and this is done via the UNGM website at <http://www.ungm.org>. The assessment of the application is based on the relevance of the products to UNICEF. Please note that a UNGM registration should be completed as soon as possible, and before an award can be made.

11. ANSWERING SHEETS

Only the forms and sheets provided in the bid documents should be used to present the various aspects of the Proposal. Supplemental information can be provided on each of the answering sheets when requested in the bid documents.

12. Bid document TERMS

The bid documents, along with any Proposal thereto, shall be considered the property of UNICEF and the Offers will not be returned to their originators.

In submitting the offer, the Proposer agrees to acceptance of the decision of UNICEF as to whether the offer meets the minimum requirements stated in the bid documents; and the evaluation.

Information provided in the offer will be treated as confidential unless otherwise noted by the Proposer.

13. RIGHTS OF UNICEF

13.1 UNICEF reserves the right to INVALIDATE any offer for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the offer.

13.2 UNICEF reserves the right to INVALIDATE any offer received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

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

2. DELIVERY DATE

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

3. PAYMENT TERMS

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

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

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

4. LIMITATION OF EXPENDITURE

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

5. TAX EXEMPTION

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

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

6. LEGAL STATUS.

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

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

performing work or services in connection with this Contract.

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

- (i) name UNICEF as additional insured;
- (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
- (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

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

11. ENCUMBRANCES/LIENS

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

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

14. CONFIDENTIAL NATURE OF DOCUMENTS

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

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

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 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,

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

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

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

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

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

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

17. SUB-CONTRACTING

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

18. ASSIGNMENT AND INSOLVENCY

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

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of 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.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

24. CHILD LABOUR

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

25. ANTI-PERSONNEL MINES

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

26. AUTHORITY TO MODIFY

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

27. REPLACEMENT OF PERSONNEL

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

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

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

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

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

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

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