
REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2017-9129852

26 January 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

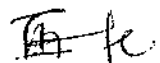
Wishes to invite you to submit a proposal for

CONSTRUCTION OF "FAIL-SAFE" LOW COST TOILETS

Offers MUST be received by NOT LATER THAN 12:00hrs Zambian local time on 28th February, 2017 and will be publicly opened at 12:30hrs Zambian local time on the same day. Proposals received after the stipulated date and time will be invalidated.
XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXX

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



Date: 03.02.2017

Inutu Mate

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

Email : imate@unicef.org

Approved By:



Date: 03/02/17

Denis Mupenzi

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. **LRPS-2017-9129852** 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	Mobilisation for construction				
	Mobilisation for construction				
	Mobilisation for construction	1	PU		
20	Training workshop on reviewed design				
	Training workshop on reviewed design				
	Training workshop on reviewed design	1	PU		
30	Demolition, reconst of lat & HW stations				
	Demolition, reconstruction of latrines & Hand Washing stations				
	Demolition, reconst of lat & HW stations	1	PU		
40	Strengthening of floors for 130 latrine				
	Strengthening of floors for 130 latrine				
	Strengthening of floors for 130 latrine	1	PU		
50	Warranty (10% on construction)				
	Retention (10% on construction)				
	Warranty (10% on construction)	1	PU		
60	Contingency (5%)				
	Contingency (5%)				
	Contingency (5%)	1	PU		

SPECIAL NOTES

SPECIAL NOTES

1. Zambia based companies shall be required to provide along with their tender documents- Trading Licenses and Tax Clearance Certificates.
2. Contractors wishing to tender are encouraged to visit a school to view a Fail-Safe toilet design and Mass Hand Washing Station (contact Gerald Mwila 0977748926 or Luvun Verstraete 0963521632 for more details).
3. Following inspection and appraisal of the RFP, the Tenderer must format and build-in the remedial works and cost into the BoQ formats attached to this document.
4. Bids should be in separate seal envelopes clearly labelled, separating the technical and financial bids and put in one big envelope.

TERMS OF REFERENCE

CONSTRUCTION OF #FAIL-SAFE# LOW COST TOILETS AT 50 COMMUNITY SCHOOLS IN MBALA, MPULUNGU, MUNGWE, KASAMA AND ISOKA DISTRICTS (NORTHERN PROVINCE)

Summary

Title	Construction of #fail-safe# low cost toilets at 50 community schools in Mbala, Mpulungu, Mungwe, Kasama and Isoka Districts (Northern Province)
Purpose	To reconstruct latrines in targeted community schools following the reviewed latrine design by the Ministry of General Education.
Location	Target community schools in Mbala, Mpulungu, Mungwe, Kasama and Isoka Districts
Duration	5 months
Start Date	March 2017
Reporting to	Chief WASH

RECONSTRUCTION OF FACILITIES

Following the UNICEF supervision visits (Sept-Oct 2016) where 90% of the schools were visited, there are 44 schools affected by collapse or serious subsidence and a list per district is given in Annex A1. The lists are per district and include sub-division as follows:

- Where toilets have collapsed totally (to be demolished and re-built to the Fail-Safe design)
- Where toilet floor and wall cracking indicate imminent collapse (to be demolished and re-built to the Fail-Safe design)

REINFORCEMENT OF TOILETS

Some of the same schools and others on the program are affected by minor cracking and other minor issues (to be reinforced). These are also indicated in Annex A1.

Deliverables / Scope of works:

The Scope of Works includes:-

Training / orientation of local masons and DEBS personnel (Standard 5day training with Min proposed list of Participants: 15 Community Artisans masons / CCs, 6 District Staff / Province staff, 3 Trainers/professional staff)

Demolition, back-filling of 120 collapsed toilets + demolition / relocation of Mass Hand Washing Stations at 50 schools;

Reinforcement works on floor and surround strips at 175 toilets in the 50 schools with toilet

reconstruction and in 40 additional schools

Once works finished a small #Hand-Over# at the school with the DEBS: in 90 schools.

DESIGNS

Fail-Safe Low Cost Toilet.

This design has been developed following a design flaw on the original (which is the one being replaced in this contract) which causes some toilets to collapse particularly during the rainy season. The incidence of this failure is low generally under 5% but quite high in the 5 districts of this tender and attributed here to pit excavation too large, coupled with poor construction methodology and very poor supervision of builders. The design materials and drawings are given in Annexes A3 and A4 respectively. The key components of the Fail-Safe design to be built are:

Pit 1.8m and 1.2m in diameter and 2.5-3.0m deep.

Lower hole lined with burnt brick cylinder (1 brick thick - stretchers - resting on concrete footing). Concrete ring beam placed on cylinder at 1.0m depth, reinforced with two 12mm re-bar loops (OD - 2.2m, ID 1.2m).

Burnt-brick corbelled dome built on ring beam (starting diameter 1.2m ID), closing as a drop hole and slab support at + 0.2m above ground level.

Concrete slab measuring 2.7 x 3.0m and 100mm thick (between 100 and 300mm abgl - reinforced with 257 mesh) with peripheral burnt brick footing to 0.5m depth resting on concrete base 300mm wide and 100mm thick.

Burnt-brick super-structure measuring minimum of 2.35 x 1.65m and 2.1m high (complete with inner vent pipe with cap, tin roof (4 sheets x 2.2 x 0.25mm thick) and rafters (cut 3 x 50 x 75mm x 5m long).

Girls to have an entrance WASH slab with soak away box with lid and a pole / grass privacy fence on 3 sides measuring approx. 10m in length and at least 1.8m in height.

Toilet supplied with a Kalingalinga style steel stand with bucket/tap (20 liter) and bowl (11 liter) [already delivered through SNV support]

Compaction of backfill around the brick dome, under floor slab and levelling of all unused spoil is crucial.

Reinforcements of toilets with minor cracks.

Consists of new concrete floor slab (reinforced with 257 mesh embedded, at least 75mm thick). Peripheral brick strips removed (if found), thorough compaction and placing of a concrete strip slab measuring 600mm wide and 100mm thick. On both boys and girls but on girls additionally extended into a WASH Slab with soak away box and lid. Pole and grass privacy fence on the girls toilets where not found or where beyond repair.

Simple Mass Hand Washing Station (MHWS).

Many of the Mass Hand Washing Stations have been built in the wrong place. The correct position is in the school quadrangle or by the feeding station (i.e. NOT at the toilets) in non-floodable areas. The design materials and drawings are given in Annexes A3 and A5 respectively. The key components of the MHWS design to be built are:

Demolition / rehabilitation and re-building of the Mass Hand Washing Station (if found).

Consists of burnt brick cube measuring 0.7m on each side with 60l HDPE drum placed on top and encased in burnt bricks.

Standing strips are single brick thick, well plastered measuring approx. 2.5-3m long. Steps to tank are also plastered.

To the base of drum are connected drum connector, adaptor, spacer pipe, ball valve, 2.2m long pipe and end cap (3/4" fittings all CPVC or GI).

Pipe is drilled with 0.4mm holes at 150mm centers - providing 12 washing points (6 on each

side).

Pipe is supported in two places by plastered brick stands.

Drain is filled with stones.

An O&M pack is provided consisting spare fittings (1 of each as detailed, plus 4 spare Kalingalinga plastic bucket taps, CPVC glue, thread tape, wrench and hack saw as appropriate) [these kits are currently available at the Ministry]

Methodology

The consultant shall employ field travel to deliver on the ToR. Establishing close working relationship with the relevant DOB/DEBs, Schools, UNICEF staff and local workmanship. The consultant should be in the position to hire and organise services such as welding, bricklaying, and artisans etc. to do the works in the listed schools. The consultant should collaborate with the schools and local authorities.

The consultant will coordinate all activities with SNV

Qualification and equipment/material requirements

Qualifications of team leader

Minimum of Degree in Civil Engineering, Architecture, or related Building Sciences.

Specialized knowledge

Experience in working on construction of WASH facilities, specifically in the revised #low cost# design for WASH in schools considered to be an advantage

At least 2-3 years of experience in construction sector in Zambia, preferable in the WASH or education sectors.

Experience in the design, supervision and management development projects, in particular with working with local authorities, schools and communities.

Good analytical and writing skills

Knowledge of Education, social and how construction in schools is financed is an added advantage;

Fluency in English

Evaluation process and methods

SN	A. Technical Criteria	Sub criteria	Maximum Points
1	Technical and financial capacity (20pts)	Professional expertise and experience in Construction Management Consultancy Services	4
		Ability to work in several languages including amongst others two.	
		Technical capacity on #fail-safe low cost design# as per annex 10	
		Ability to work in target districts	3
		Financial capacity/status	4
2	Standard strategy/methodology (20pts)	Quality of proposed approach/methodology and proposed management control system	10
		Quality of the proposed work plan and schedule of activities	10
3	Proposed team (10)	Qualifications of the proposed management team	4
		Team leader: relevant experience, qualifications, and position in the firm	4
		Number of support staff	2
4	Experience and expertise (10pts)	Number of years in related business	2
		Experience in providing similar services to other International Organizations and/or Commercial Companies	2
		Reference check	2
		Visits to projects	1
5	Overall response (10pts)	Understanding of, and responsiveness to, UNICEF requirements	3
		Understanding of scope, objectives and completeness of response	3

		Overall concord between UNICEF requirements and	
the proposals	4		
	Sub-total for technical proposal	70	
SN	B. Financial evaluation		
6	Price (30pts)	Price competitiveness	30
	Sub-total for financial proposal	30	
7	Total marks		100

The minimum score for the technical criteria for the contractor to be eligible should be 45/70.
 The bidder should provide
 CV#s of team members,
 A methodology/approach
 How the works will be done;
 How the services will be provided using locally available manpower (bricklayers, masons, welders) or support team and
 How the logistics and transport of material will be provided
 A work plan with a timeline.
 The financial proposition should at least provide details on:
 Itemized costs (per annexed bill of quantities)
 Training costs (training on reviewed fail safe design for local masons/DEBS personnel in target districts)
 Supervision costs for supervising local masons on construction
 Management costs

Project management and administration issue:

WASH section will be responsible for the day to day implementation of the project, of course supported by Supply and Logistics Units in terms contract management and supervision. WASH will ensure all set deliverables are achieved according to the requirements.

Reporting and records

Training report

The Contractor shall provide to UNICEF monthly reports detailing the progress of the works, costs incurred and estimate of time and costs to completion.

After completion of each district, the consultant will provide a report with pictures of each of the completed latrines, showing the quality of the works. Geo-location of each school and completion certificate

The format for reporting shall be mutually agreed upon by the Parties within ten (10) days after signing of this Agreement.

The Contractor shall maintain records and receipts for the purchase of all materials and remuneration of labor used in the works and shall make such records and receipts available for inspection by the Designated Representative, upon request.

Payment Schedule

Payment upon deliverables and validation by UNICEF at max one invoice per month.

Payment against (i) mobilisation, (ii) completed training workshop, (iii) completed facilities following validated itemised cost estimates with report and completion certificates

Payment Options

A. Options One: With submission of Bank Guarantee and request for advance payment

The disbursement plan shall be linked to the attainment of the agreed deliverables as follows:

Performance Guarantee of 5% submitted, valid until Substantial Completion.

Advance Payment Guarantee of 15% submitted, valid until Substantial Completion.

Advance Payment of 15% paid. /recovered from all interim payments at the rate of 15% of invoiced amount

Interim payment of 85% on completion of works based on deliverables as stipulated in the contract with advance recovery of 15 % of invoiced amount and 10% deduction towards retention.

Retention if 10% deducted from all interim payment at the rate of 10% of invoiced amount payable at the end of Defects Liability Period of 12months.

B. Options Two: Without Bank Guarantee

No Bank Guarantee.

No Advance Payment

Payments based on deliverables.

Performance Guarantee of 5% submitted, valid until Substantial Completion

Retention if 10% deducted from all interim payment at the rate of 10% of invoiced amount payable at the end of Defects Liability Period of 12months

BILL OF QUANTITY

Item Amount (ZMW)	Description	Unit	Qty	Rate (ZMW)
1	Training			
1.1	Training session on the reviewed design for local masons and building officers	lump	1	
2	Demolition low cost and re-building of "Fail Safe" Design			
2.1	Demolition and backfill of condemned toilets at approx.50 Community Schools	Toilet	120	
2.2	Building "Fail Safe" Low Cost toilets per drawing at approx. 50 Community Schools. Includes supply of materials, transportation and construction inclusive of all associated costs. Design summary. All backfill well compacted. Pit 1.8m and 1.2m in diameter and 2.5-3.0m deep. Lower hole lined with burnt brick cylinder (1 brick thick - stretchers - resting on concrete footing). Concrete ring beam placed on Cylinder at 1.0m depth, reinforced with two 12mm re-bar loops (OD - 2.2m, ID 1.2m). Burnt-brick corbelled dome built on ring beam (starting diameter 1.2m ID), closing as a drop hole and slab support at + 0.2m abgl. Concrete slab measuring 2.7 x 3.0m and 100mm thick (between 100 and 300mm abgl - reinforced with 257 mesh) with peripheral burnt brick footing to 0.5m depth resting on concrete base 300mm wide and 100mm thick. Burnt-brick super-structure measuring minimum of 2.35 x 1.65m and 2.1m high (complete with inner vent pipe with cap, tin roof (4 sheets x 2.2 x 0.25mm thick) and rafters (cut 3 x 50 x 75mm x 5m long). Girls to have an entrance WASH slab with soak away box with lid and a pole / grass privacy fence on 3 sides measuring approx. 10m in length and at least 1.8m in height. Toilet supplied with a Kalingalinga style steel stand with bucket/tap (20 liter) and bowl (11 liter).	Toilet	120	
3	Demolition and rebuilding of Mass Hand Washing Stations			
3.1	Demolition and re-building of the Mass Hand Washing Station. Location to be central in the quadrangle or by the feeding station (not by toilets). Consists of burnt brick cube measuring 0.7m on each side with 60l HDPE drum placed on top and encased in burnt bricks. Standing strips are single brick thick, well plastered measuring approx. 2.5-3m long. Steps to tank are also plastered. To the base of drum are connected drum connector, adaptor, spacer pipe, ball valve, 2.2m long pipe and end cap (3/4" fittings all CPVC or GI). Pipe is drilled with 0.4mm holes at 150mm centers - providing 12 washing points (6 on each side). Pipe is supported in two places by plastered brick stands. Drain is filled with stones. An O&M pack is provided consisting spare fittings (1 of each as detailed, plus 4 spare Kalingalinga plastic bucket taps, CPVC glue, thread tape, wrench and hack saw as appropriate) School		50	
4	Strengthening of floors and peripheral strips			
3.1	Generally at other toilets at schools addressed above or approx. 40 schools (on same program), visit and carry-out strengthening works on toilets designated with		40	

"minor cracks" or as assessed. Consists of new concrete floor slab (reinforced with 257 mesh embedded, at least 75mm thick). Peripheral brick strips removed (if found), thorough compaction and placing of a concrete strip slab measuring 600mm wide and 100mm thick on both boys and girls but on girls additionally extended into a WASH Slab with soak away box and lid. Pole and grass privacy fence on the girls toilets where not found or where beyond repair.

Toilet	130	
4	Handover to DEBS and School	
4.1	A pre-arranged date coordinated with each school worked on.	
Attendees to be invited:	DBO (from DEBS - to budget ZMW 75 lunch allowance), school teachers, children, headman and PTA members. Content: Explaining the facilities and their respective cleanliness, usage and upkeep (toilets, Kalingalinga buckets, MHWS); handing over and signing-for the O&M pack for MHWS, completion Certificate for the toilets and MHWS, e.t.c. approx. 2 can be done per day if well-coordinated. School 80	
5.0	Supervision and management (10%)	
	Sub total	
6.0	Contingency (5%)	
	VAT (16%)	Exempt
	Total	

Notes

1 The Tenderer must ensure builders know what they are doing (through training) and supervision to ensure that the structures built are to the design plan AND SUSTAINABLE for intended lifespan (up to 10-years for the toilets)

2 UNICEF will carry-out spot check visits during duration of the Contract period. Unsatisfactory works will be condemned and the Contractor will be responsible to re-built to the specification until UNICEF / DEBS are satisfied.

SANIMARKETING MASON TRAINING

	Province (District) Sanitation Marketing Training	Prepared by
	DSA FFPs etc 500	WASH TOILET
TEAM	Lunch 43	VENUE:
	Fuel 10.6	Duration : 5 Days
	Champions / Artisans 270	Participants: 30
APPROVED BY:	DSA GRZ Officers - Technocrats500	Community (DSA)
WASHE SPECIALIST:	Technocrats on DSA 500	Officers (DSA)
	Transport Refund-Sub District Participants / District 100	Officers
WASHE CHIEF:		
NO	ACTIVITY DESCRIPTION RESPONSIBLE	UNIT COST
VOLUME	FREQUENCY TOTAL AMOUNT	
1	Artisan Training	
1.01	Lunch including drink Day 1 & 5 (at conference centre)	305
1.02	DSA to Artisans/CCs/Skills person	186
1.03	DSA to FFPs, DOW & or EHTs	3 2
1.04	Transport Refund to FFPs, DOW & or EHTs, artisans#.	1 2
1.05	DSA to Technical Advisor from TDAU	1 6
1.06	DSA to CLTS National Trainer	1 7
1.07	Fuel for workshop Management	501
1.08	Communication for workshop	101
1.09	Stationery for workshop	1 1
1.10	Tea breaks	302

1.11	Mineral water	302	
1.12	Hall hire (Only 2 days - not including field days)	2	1
1.13	Transport vehicle hire	1	7
1.14	Trainers per diem	4	7
1.15	Lodging management team	6	6

1 Sub-Total	
Contingency	8%
Grand Total- Artisan training	1 ZMW
Total training budget in USD	1 US\$

S/N	List of Participants	Number
1	Community Artisans / CCs/Skills Training	15
2	District Staff / Province staff	6
3	Technical Advisor from TDAU	3
4	CLTS National Trainer	1
5	Trainers/professional staff	4
6	Vocational Training	1
	Total	30

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

1.0 UNICEF, the United Nations Children's Fund, an international, inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December, 1946 as a subsidiary organ of the United Nations, having its headquarters in New York, with offices in over 160 countries spanning 260 locations.

2.0 UNICEF works with governments, civil society organizations, and other organizations around the world to advance children's rights to survival, protection, health, development and participation and is guided by the Convention on the Rights of the Child.

D. GENERAL PROVISIONS

1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY

In the event that the Contractor offers a lower price to the General Services Administration (GSA) of the federal government of the United States of America for similar services, UNICEF shall be entitled to same lower price. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES

2.1 UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION

3.1 By submitting an offer the proposers certify that UNICEF, for Contracts resulting from this Request for Proposal for Services, is not being charged more than other clients for similar services and similar quantities and within similar circumstances.

4.0 LIQUIDATED DAMAGES

4.1 For late delivery of items/services or for items/services which do not meet UNICEF's specifications/requirements and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful proposer, and deduct 0.5% of the value of the items/services pursuant to a Institutional/Corporate Contract, per additional day of delay, up to a maximum of 10% of the value of the Institutional/Corporate Contract. The payment or deduction of such liquidated damages shall not relieve the successful proposer from any of its other obligations or liabilities pursuant to any Institutional/Corporate Contract.

5.0 ORDER OF PRECEDENCE

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts to this RFPS shall apply to any resulting LTAS and/or Institutional/Corporate Contracts. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) UNICEF General Terms and Conditions for Institutional/Corporate Contracts;
- (b) LTAS/Institutional/Corporate Contract.

6.0 UNETHICAL BEHAVIOUR

6.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF suppliers / contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

7.0 CORRUPT AND FRAUDULENT PRACTICES

7.1 UNICEF requires that all suppliers / contractors associated with this Institutional/Corporate Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) 'corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in

any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

8.0 GUIDELINES ON GIFTS AND HOSPITALITY

8.1 Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

9.0 POST-EMPLOYMENT RESTRICTIONS

9.1 The United Nations (UN) has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15.

9.2 For a period of one year following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from seeking or accepting employment with, or otherwise accepting any form of compensation or financial benefit from, any UN contractor or vendor of goods and services, regardless of location, which conducts business with the UN or seeks to do so and with whom such staff members have been personally involved in the procurement process during the last three years of service with the UN.

9.3 For a period of two years following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from knowingly communicating with, or appearing before, any staff member or unit of the UN on behalf of any third party on any particular matters that were under their official responsibility relating to the procurement process during the last three years of their service with the UN.

9.4 The United Nations respectfully requests all contractors and vendors to adhere to these regulations. Any UN contractor or vendor who offers employment, hires or otherwise compensates staff members in violation of the provisions of the bulletin may be subject to having its registration as a qualified vendor with the UN barred, suspended or terminated, in accordance with UN procurement policies and procedures.

10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

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

2. DELIVERY DATE

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

3. PAYMENT TERMS

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

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

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

4. LIMITATION OF EXPENDITURE

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

5. TAX EXEMPTION

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

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

6. LEGAL STATUS

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

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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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,

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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

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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.