

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2018-9138969

12 April 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Request for Proposal (RFP) to conduct Market Survey of Bangladesh to identify, evaluate potential new and existing suppliers on various categories of goods and services.

Dear Sir/Madam,

Purpose

United Nations Children's Fund (UNICEF) is seeking proposals for the above mentioned services through a competitive bidding process. In this respect, UNICEF would like to invite your organization to submit technical and price proposals as outlined in this RFPS and the terms and conditions contained here-in.

Request for information

Any questions concerning this invitation, must be forwarded in writing by email to the person who prepared this document, with specific reference to this RFP number prior to 5 days of the due date of submission of the proposal. No request for information will be entertained after this. The question and its response will be circulated to all the bidders, after deleting the name of the bidder who requested for the information.

Due date and time for submission of the proposals

All proposals should be submitted as outlined in the terms and condition of this RFPS by the due date and time specified. Due to the nature of the bid, there will be no public opening of the bid.

Due date: Wednesday, 25 April 2018
Local Dhaka Time: 11:00 hours (GMT +6 hrs)

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Nasreen E. Haque

Date: 11/4/2018

Nasreen Haque

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

Email : nhaque@unicef.org

Approved By:

S. Srikanth

Date: 11/4/18

Srikanth Srinivasan

REQUEST FOR PROPOSAL FOR SERVICES (LRFPS)

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Yours sincerely,

Nasreen F. Haque

Nasreen F. Haque
Contracts Officer
(Prepared by)

S. Srikanth
11/4/18

Srikanth Srinivasan
Chief of Supply
(Authorized by)

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1. INSTRUCTIONS TO BIDDERS

- 1.1. Bidders are herewith invited to submit their technical and price proposals for this assignment in **ENGLISH**. The submission must be forwarded by a duly signed covering letter on the bidder's letter head.
- 1.2. UNICEF will select a bidder based on the terms and conditions as specified in this RFPS and enter into a contractual agreement to provide the services outlined in the terms of reference. The General Terms & Conditions and Specific Terms & Conditions attached with this bid will form an integral part of the contract to be signed with the successful bidder and is non-negotiable.
- 1.3. Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

2. FORMAT AND CONTENT OF THE PROPOSALS

- 2.1. Bidders are required to submit the RFP Services form in the format attached as **Annex A**. The RFP for Services Form must be signed, and submitted together with the Proposal. The RFPS Form should be signed by the duly authorized representative of the submitting company.
- 2.2. Bidders are required to submit technical proposals in the format attached as **Annex B**.
- 2.3. Bidders are required to submit price proposals in the format attached as **Annex-C**.
- 2.4. The technical evaluation criteria for this RFPS will be as per **Annex-D**.
- 2.5. General Terms and Conditions as **Annex-E** will be an integral part of the contract with the successful bidder.
- 2.6. Bidders are required to respond to the terms of reference (ToR) attached to this RFPS as **Annex-F**.
- 2.7. Submission of the wrong format for either the technical or the price Proposal may result in the proposal being deemed non-responsive.

- 2.8. Bidders are expected to examine all the schedules and all instructions pertaining to the RFP. Failure to do so will be at bidder's own risk and responsibility.

3. MARKING AND RETURNING PROPOSALS

- 3.1. Proposals shall be submitted in the manner indicated as specified in the RFPS.
- 3.2. Proposals must be clearly marked with the RFPS number.
- 3.3. Proposers should note that Proposals received in the following manners will be invalidated:
- a) with incorrect e-mail or postal address;
 - b) received after the stipulated closing time & date;
 - c) failure to quote in the currency(ies) stated in the RFPS;
 - d) in a different form than prescribed in the RFPS.
- 3.4. Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need.
- 3.5. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.
- 3.6. Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.
- 3.7. All activities and items described in the technical proposal must be priced in the financial proposal separately. Activities and items described in the technical proposal but not priced, shall be assumed to be included in the price of other activities.

4. Correction, modification and withdrawal

- 4.1. Erasures or other corrections in the Proposal must be explained and must be signed by the bidder alongside.
- 4.2. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original proposal.
- 4.3. Proposals may be withdrawn by the bidders through a letter

or by email prior to the opening time and date specified in the page-1 of RFP. Negligence on the part of the bidder confers no right for the withdrawal of the proposal after it has been opened.

5. Validity of the proposals

- 5.1 Proposals should be valid for a period of not less than 120 days from the bid opening date. Bidders are requested to specify the validity period of their proposal. UNICEF may also request the validity period to be extended.
- 5.2 Bidders can choose any one of the suitable mode for submission of proposals a) Electronic submission b) By Post/Courier c) physical submission at unicef office

6. E-MAILED PROPOSALS (Electronic submission of Proposals)

- 6.1. All e-mailed Proposals must be submitted to ebidsbangladesh@unicef.org, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of Proposals. No other recipient should be "Cc" or "Bcc" in the e-mail submission.
- 6.2. Proposals can be sent in batches not to exceed UNICEF's e-mail size quota of ten (10) megabytes per e-mail.
- 6.3. All e-mail communication in relation to the Proposal must clearly indicate the reference RFPS number followed by the company name (e.g. RFPS-BAN-501234, ABCD Company Ltd) in the "Subject" line of the e-mail.
- 6.4. All Proposals submitted by e-mail must be submitted as PDF (Portable Document Format) files. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.
- 6.5. Technical Proposal and Price Proposal must be sent as separate files and clearly indicated in the file name; e.g. 501234 Technical Proposal.pdf; 501234 Price Proposal.pdf. No price information should be provided in the Technical Proposal. Price proposals should be password protected.
- 6.6. Upon receipt of the Proposal 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.

7. SEALED PROPOSALS (SUBMISSION BY LETTER through Post/Courier OR Physical Submission)

- 7.1. The Proposal must be sent or physically submitted to the attention of the Bid Unit of UNICEF Bangladesh, BSL Office

Complex, 1 Minto Road, Dhaka -1000, Bangladesh(Tel: ++880 960 410 7000). Proposals not sent in this manner will be disqualified.

7.2. They must be clearly marked as follows:

- Outer sealed envelope;
- Name of company;
- RFPS-BAN-.....number.....

Attention: BID UNIT
UNICEF Bangladesh Country Office
BSL Office Complex, 1 Minto Road, Dhaka-1000, Bangladesh
RFPS-BAN-.....
Due date:, time

(Bidders to fill the dotted lines above with the reference number of the RFP, due date & time as specified in the first page of this RFP,)

7.3. Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFPS number - technical proposal

7.4. Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFPS number - price proposal

7.5. In case of any discrepancy between an original and a copy, the original will prevail.

7.6. No price information should be provided in the Technical Proposal. Proposals received in any other manner will be invalidated.

7.7. Any delays encountered in the mail delivery will be at the risk of the Proposer.

8. HARTALS (STRIKES)

8.1. Should hartal(s) be declared on the RFP closing day the time and day for closing/opening of the bid will remain unchanged. In such a situation if the proposals were not submitted then the bidder(s) are requested to submit their bids (Technical & Financial proposals) through electronic submission as outlined in para-4

9. OPENING OF PROPOSALS

9.1. Proposals received prior to the stated closing time and date will be kept unopened. Proposals will be opened at the date and time specified in the RFPS documents, and no Proposals received thereafter will be considered.

9.2. UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

- 9.3. In case when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFPS documents.

10. UNGM REGISTRATION

- 10.1. UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers are requested to become a UNICEF vendor by creating a vendor profile and submitting their national incorporation license/certificate at the Level-1 stage of vendor registration process. For registration and instructions on how to, kindly refer to the attachment or the UNGM site: www.ungm.org/RegistrationProcess
- 10.2. Please note that UNGM registration, including provision of national incorporation license/certificate, should be submitted along with the bid and is a mandatory requirement for any eventual award.
- 10.3. We draw your attention to the link below to the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children (the Policy) especially Sections 4.2 and 6.1 that state:
- "4.1: UNICEF civil society partners, suppliers or vendors (including corporate consultants and contractors, and academic or research institutions), UNICEF corporate partners, and UNICEF National Committees are expected to ensure that their personnel report all reasonable suspicions that a UNICEF staff member or non-staff personnel, or a UNICEF individual consultant or contractor, has engaged in conduct that is prohibited under this Policy.
- 6.1: UNICEF will promote the adoption by UNICEF's commercial vendors and suppliers of robust policies for the protection and safeguarding of children. UNICEF will regard the adoption of such policies as a positive factor when selecting vendors and suppliers." (link attached below)
- https://www.unicef.org/supply/files/Executive_Directive_06-16_Child_Safeguarding_Policy_-_1_July_2016_Final.pdf.

11. AWARD NOTIFICATION

- 11.1. UNICEF reserves the right to notify the outcome on an RFPS with an estimated value over USD 100,000 advising service, awarded supplier and total value of award in its official website.

12. Evaluation of proposals

- 12.1. Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess its merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal. The adjudication will be done based on the Quality and Cost Based Selection (QCBS) methodology.

- 12.2. A 2 stage procedure will be followed in evaluating proposals, with evaluation of the technical proposal being completed prior to any evaluation of the financial proposal. Evaluators of the technical proposals shall have no access to the financial Proposals until the technical evaluation is completed.
- 12.3. Technical Proposals will be evaluated on the basis of their responsiveness to the terms of reference, applying the evaluation criteria and the point system specified in the technical evaluation criteria. Each Technical Proposal will be given a technical score. Technical Proposals receiving the minimum qualifying points or higher, will be considered technically responsive. After the completion of the technical evaluation, the financial proposal will be opened. Proposals which are considered non-technically compliant and non-responsive, will not be given further consideration.
- 12.4. The financial scores will be arrived at based on the formula specified in para-12.5, whereby the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores of the other proposals will be in inverse proportion to the lowest price.
- 12.5. The evaluation formula is outlined as follows:
$$Sf = \text{Financial Score as per evaluation criteria} \times Fm/F$$
in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.
- 12.6. Proposals will be ranked according to their combined technical and financial scores using the weights given to technical and financial proposals. The bidder achieving the highest combined technical and financial scores may be invited for negotiations.
- 12.7. From the time the proposals are opened to the time the contract is awarded, bidders shall not contact UNICEF on any matter and any attempt to influence UNICEF in its evaluation of the proposals and award recommendation, this may result in rejection of the proposal.

13. RFP terms, conditions and rights of UNICEF

- 13.1. This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:-
- a) Visit and inspect the bidder's premises;
 - b) Contact any clients of the bidder/referees provided;
 - c) Request additional supporting or supplementary information;
 - d) Arrange interviews with the proposed project team/contractors;
 - e) Request clarification on proposals;
 - f) Request for technical presentation of the proposals;
 - g) Reject any/all of the proposals submitted;
 - h) Accept any proposals in whole or in part;

- i) Negotiate with the bidder(s) providing overall the best value proposal(s);
- j) Evaluate Individual or Organizational conflict of interest of the bidder;
- k) Award contracts to more than 1 bidder, as UNICEF considers to be in its best interests;
- l) The bidder agrees to be bound by the decision of UNICEF as to whether the proposal meets the requirements stated in the RFP.
- m) UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received.
- n) UNICEF reserves the right to invalidate any proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

13.2. UNICEF reserves the right to reject any Proposal received from a Bidder (a) who, in the opinion of UNICEF, is not in a position to perform the contract on the basis of the information becomes available during the review process (b) who has previously failed to perform properly or complete contracts on time on any other contracts awarded by UNICEF with other country office(s) or headquarter(s).

14. PAYMENT TERMS

- 14.1. Payment of professional fee and out of pocket expenses will be made only upon UNICEF's acceptance of the services/work performed in accordance with the contractual milestones. The terms of payment are net 30 days, after receipt of invoice and acceptance of work/services by the technical supervisor of the contract. Payment will be effected by bank transfer in the currency of billing as specified in the contract.
- 14.2. Where any payment is made in advance of any deliverables as an advance payment, the payment shall be made against the provision by the Supplier/Contractor/Bidder of a bank guarantee for the same amount, and shall be valid for the period stated in the contract. Please note that UN Financial Rules and Regulations do not permit prepayment such as COD or LC.
- 14.3. Should the advance payment guarantee cease to be valid and the Supplier fails to re-validate it, a deduction equal to the amount of the advance payment may be made by UNICEF from future payments due to the Supplier under the contract.
- 14.4. If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Supplier.

15. SPECIFIC TERMS AND CONDITIONS:

15.1. Liquidated Damages

For late delivery of Services UNICEF reserves the right to claim liquidated damages from the Contractor and deduct 0.5% of the total value of the contract per day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages, shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

15.2. Unethical Behaviour

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

15.3. Corrupt and Fraudulent Practices

UNICEF requires that all bidders associated with this Invitation to Bid / Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

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

- a) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and
- b) 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 bidders (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;
- c) Will reject a proposal for award if it determines that the selected supplier / contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;
- d) Will declare a bidder 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.

15.4. Guidelines on gifts and hospitality

- a) Bidders 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

16. VAT PAYMENT (applicable for local bidders)

VAT Payment will be reimbursed at actual upon receipt of the following documents:

- a) Original VAT Challan(s) issued in favor of UNICEF-BCO mentioning relevant Purchase Order/Contract Number duly countersigned and sealed by the VAT authorities of the Government of Bangladesh.
- b) VAT amount must be mentioned in the original VAT Challan(s) and the same amount should be deposited to the Government account by Treasury Challan(s) mentioning UNICEF Purchase Order/Contract Number.
- c) Copy(ies) of the Treasury Challan(s) duly countersigned and sealed by the respective VAT Authority in support and proof of VAT payment must be submitted with the Invoice.
- d) VAT charged to UNICEF must not be mixed with Vendor's other business transactions so that UNICEF may duly receive the reimbursement from Government according to set procedures.
- e) The VAT percentage rate must be stated in the space provided in this Bid. Where VAT is not applicable, bidder should indicate "ZERO" percentage.

ANNEX-A

REQUEST FOR PROPOSAL FOR SERVICES FORM

To be attached with both the technical and price proposals
To be submitted in the letter head of the company/firm submitting
the proposal

[Location, Date]

To: UNICEF Bangladesh.

We offer to provide the consulting services for [Insert name of the assignment] in accordance with the terms of reference, the general and specific terms and conditions specified in your RFPs No. [Insert number] dated [Insert date] and our technical and price proposals submitted to you under a sealed envelope.

We understand that any contract resulting from this bid will contain the terms of reference, the general and specific terms and conditions specified in the request for proposal and is non-negotiable.

We herewith confirm that all the information and statements made in the technical and financial proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our technical and price proposal is binding upon us and subject to the modifications resulting from contract negotiations. Our technical and price proposal is valid for a period of 120 days from the bid opening date.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within [***] days/week of signing of the contract.

We understand unicef is not bound to accept any Proposal it receives.

Name of authorized representative:

Title:

Signature:

Date:

Organisation Name:

Postal Address:

Telephone/Mobile No.:

Email Address:

ANNEX-B

TECHNICAL PROPOSAL - CONTENT & FORMAT

The technical proposal of the bidders should contain the following minimum information. Bidders are free to provide, any other information that they deem fit and relevant in support of their bid. UNICEF welcomes new ideas and innovative approaches, bidders are free to suggest/propose any other solution.

Section-1. Contractor's company/firm (Not more than 5 pages in Arial Font Size 11)

a) In this section the contractor should highlight about their company, how it is organised (organisation structure), its capability and a brief about its key personnel.

Section-2: Contractor's Experience

a) In this section, list maximum 10 names of the clients for whom the contractor has undertaken similar assignments along with the name of the contact person and contact details of its clients.

b) Out of the above list, provide information of 3-5 assignments for which your company and your company's personnel were legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. You can provide all the information in your own format.

Section-3: Description of the Approach, Methodology and Work Plan [Not more than 15 pages {excluding Section 3(c) and 3(d)} in Arial Font Size 11]

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal into 4 chapters:-

Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output (WITH TECHNICAL JUSTIFICATIONS). You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. (DO NOT CUT AND PASTE TEXTS FROM THE TOR SHARED WITH YOUR COMPANY.)

- a) Work Plan In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- b) Organization and staffing of the team for this assignment. In this chapter you should propose the structure and composition of your team which will be deployed for this assignment. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staff along with their curriculum vitae (CVs) (as per Annex-B1). It is desirable that the majority of the key professional staff are permanent employees of the bidder or have an extended and stable working relationship with the bidder.
- c) Team composition and tasks assigned. Please provide the details as per the following: Name of the staff, Area of Expertise, Position Assigned, Number of Days of Input, Name of the Company /Firm employed with and the task Assigned.
- d) A copy of your Company's certificate of legal registration.

Technical Proposal should not contain any price information of this bid

ANNEXURE B1 – CVs OF TEAM

Position Title and No.	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List in reverse order starting with highest degree obtained up to Graduate Degree, the university/institution or other specialized education, giving the following details}

S. No.	Degree/Diploma/Certificate obtained	Name of University/ Institution	Duration	
			From (mm-yyyy)	To (mm-yyyy)

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position.	Contact information for references	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, staff/advisor/consultant to...]</i>	<i>Tel...../e-mail.....; Mr. xxxxx, deputy director]</i>	

Membership in Professional Associations:

- 1.
- 2.

List of papers published in your name in peer reviewed/national/international journals:

- 1.
- 2.

Proficiency in Language Skills (indicate only languages in which you can work i.e. read, write, speak):

LANGUAGES	READ		WRITE		SPEAK		UNDERSTAND	
	Easily	Not Easily	Easily	Not Easily	Easily	Not Easily	Easily	Not Easily
<i>English</i>								
<i>Bengali</i>								
<i>Others (specify)</i>								

Expert's contact information: (e-mail, phone.....)

ANNEX-C PRICE PROPOSAL - SUMMARY AND BREAKDOWN OF PROFESSIONAL FEES & EXPENSES
Professional Fee

Name	Description of Role/Function	Number of Person Days	Fee Rate	Amount
Total Professional Fees in BDT				

Out of Pocket Expenses

Items	NO	Unit Rate	Amount
Local/Other Travel Costs (specify)			
Accommodation and Subsistence per diem Person / days and cities to be specified (specify)			
COMMUNICATION including telephones and postage			
DOCUMENTATION AND REPORTING including computing expenses			
ANY OTHER COST (Specify)			
Total Out of Pocket Expenses			

Total Proposed Cost: _____

For bidders registered in Bangladesh, please mention the per centage (%) of VAT on the requested service. (where VAT is not applicable; bidder should indicate "ZERO" percentage.

Bidders MUST provide proof from the Government Authority that the items are "ZERO" rated or they are exempted from paying VAT - bid will be considered invalid if bidder fail to provide this document/proof.

- a) The bidders are required to cost for all activities/items proposed in the technical proposal. The above is an indicative list of cost items for out of pocket expenses (OPE). OPE will be reimbursed based on actual expenditure incurred and with a ceiling not to exceed the amount indicated in the price proposal.

- b) Please do not give costs as a lump sum but provide a detailed breakdown for all costs.
- c) Bidders are requested to add or delete budget line items of out of pocket expenses depending on the requirements of the technical proposal.
- d) The currency of the proposal for local bidders shall be in BDT and for international bidder will be in US\$.
- e) Invoicing will be in the currency of the proposal.
- f) The bidder may suggest a payment schedule for the Contract linked to unambiguous Contract milestones based on the deliverables outlined in the TOR.
- g) The bidder shall be paid only upon UNICEF acceptance of the work or deliverable.
- h) For air travel - the most direct economical route and economy class should be selected;
- i) For local travel - all possible vouchers should be attached with invoice.
- j) The costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC). The breakdown of DSA should cover costs for accommodation (50% of the amount), food (30%) and pocket money/incidental cost eg. local taxi fare etc.(20%). Bidders are encouraged to quote competitive rates to make their price proposal competitive. Local bidders should quote as per the standard market rate.
- k) VISA: Arranging visa for the team members for coming to Bangladesh is the responsibility of the Bidder.

ANNEX-D: EVALUATION CRITERIA of TECHNICAL PROPOSALS

Category	Points allocated to each factor
1. Overall response	(10)
1.1 Completeness of response	5
1.2 Overall concord between RFP requirements and proposal	5
2. Proposed Methodology and approach	(35)
2.1 Relevance and quality of proposed methodology	25
2.2 Project timelines and workplan	10
3. Experience and qualifications of firm and key personnel	(25)
3.1. Company profile (establishment, facilities, personnel)	5
3.2 Experience in similar projects, i.e. supply chain evaluations in developing countries, with specific focus on public health and nutrition	10
3.3. Relevance of qualifications & expertise of proposed team of consultants	10
Total Marks	70

Total technical: 70 points and Financial evaluation: 30 points

The evaluation procedure will focus on both technical and financial suitability. The weights of 70% and 30% shall be applied for technical and financial compliance respectively. Only firms scoring at least 70% of the maximum score (49 out of 70) during technical evaluation will be considered for financial evaluation.

ANNEX E

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

1. DEFINITIONS AND UNICEF SUPPLY WEBSITE

In these General Terms and Conditions (Services), the following terms have the following meaning:

(a) "Affiliates" means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

(b) "Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

(c) "Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

(d) "Contractor" means the contractor named in the Contract.

(e) "Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

(f) "Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

(g) "End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

(h) "Fee" is defined in Article 3.1.

(i) "Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

(j) Contractor's "Key Personnel" are: (i) 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; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

(k) "Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

(l) Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

(m) "Security Incident" means, with respect to any information system, service or network used in the delivery of the

Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

(n) "Services" means the services specified in the relevant section of the Contract.

(o) "UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

(p) "UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. PROVISION OF SERVICES AND DELIVERABLES; CONTRACTOR'S PERSONNEL; SUB-CONTRACTORS

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other

regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within

such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the 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.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. FEE; INVOICING; TAX EXEMPTION; PAYMENT TERMS

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables

have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; INSURANCE

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

5. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS; DATA PROTECTION; CONFIDENTIALITY

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of

the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.3 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or
(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will

be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such

Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

- (a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its subcontractors and confirm such destruction to UNICEF in writing; and
- (b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. TERMINATION; FORCE MAJEURE

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could

reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. ETHICAL STANDARDS

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its

Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any

time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8. FULL COOPERATION WITH AUDITS AND INVESTIGATIONS

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. PRIVILEGES AND IMMUNITIES; SETTLEMENT OF DISPUTES

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. NOTICES

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered

mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. OTHER PROVISIONS

11.1 The Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Contractor's rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14, 3.3, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.

Annex-F: Terms of Reference (ToR)

Programme/Project/Assignment Title:

Market Survey of Bangladesh to identify, evaluate potential new and existing suppliers on various categories of goods and services.

1. Background: The local market in Bangladesh is developing which necessitates an update of the information on local suppliers¹, availability of articles, sources of procurement, etc. The number of local suppliers increases continuously and there is a need to update the list of potential suppliers while setting objective criteria for the evaluation and selection of such suppliers. The variety of commodities available to procure locally has also widened.

2. Purpose of Assignment:

The main objective of the survey is to provide UNICEF Bangladesh Country Office with an updated and reliable supplier's and service provider's data base through a goods and services market survey.

The above objective to be achieved by assessing availability of locally sourced supplies, pre-qualify suppliers for local procurement of supplies and services, and update the supplier master data maintained by the Office by identifying & evaluating potential new and existing suppliers.

3. Duty station: Dhaka, Bangladesh

4. Indicative assignment dates: Tentative start date 15th May 2018

5. Description of assignment, Process and Tasks of Consultant

- The market survey will focus on the fields as specified in Annex-1
- UNICEF Country Office in Bangladesh will place an advertisement (Expression of Interest (EoI)) in local newspapers to invite suppliers to express their interest to register with UNICEF. UNICEF requests them to register in UNGM at Basic and Level 1 levels of registration: <https://www.ungm.org/Account/Registration> and to submit the requisite documentation specified in the EoI.
- The Consultant furthermore assesses the status of the local market by sourcing for suppliers via such institutions as the Ministry of Trade, Chamber of Commerce, other UN organization, NGOs, existing supplier database of UNICEF Bangladesh office etc. For the technical services Consultant will also assess the potential bidders from the neighboring countries & through UNICEF country offices in the Region.
- The Consultant will manage the responses to the EoI ensure receipt of the documentation from the interested suppliers and prepare a comprehensive long list with all information.
- The Consultant will define a methodological framework and an evaluation criteria for each category of suppliers to review the long list of EoI. The proposed criteria will be vetted by UNICEF.

¹ Term suppliers is used interchangeably with vendors. For provision of technical, HR, administrative and construction works/services supplier means contractors, institutions and agencies. For provision of goods/commodities supplier means vendors/supplier.

- The Consultant will analyze the profiles of the suppliers identified for initial vetting based on the information provided by the suppliers, such as: company registration, areas of activity and capabilities, qualifications, source of goods, availability of products, VAT/Tax registration, last 2 years audited financial statements and reference checks, etc. using the methodology & pre-determined evaluation criteria.
- On the basis of this assessment the Consultant will prepare a short list of suppliers for each category of supplies and services.
- The Consultant and one staff member of UNICEF Bangladesh Country Office will visit the premises of the suppliers, and consultant will prepare a detailed Supplier Inspection Report to assess the suitability of each supplier.
- Based on the results of the supplier visits and inspection reports the Consultant will assess each supplier, document results and make recommendations of pre-qualified suppliers by category of commodity.
- The consultant will collate the information from the short-listed suppliers based on the UNICEF office format for registering them in the Management information System (Vision) and will coordinate with the relevant staff member to have the supplier registered.
- The consultant will prepare a user friendly database with all information such the contact details, category of services, UNGM number, Supplier number & any other information deemed appropriate in consultation with UNICEF and will also submit a soft and hard copy of file of pre-qualified suppliers by category.
- The Consultant will prepare a final report containing the methodology, principal conclusions and recommendations of the market survey.

8. Proposed deliverables and payment schedule:

a) Deliverables

- A list of short-listed suppliers for various categories of suppliers. including a database and hard copy file.
- Completed Supplier Inspection Reports.
- Framework of continuous updating up of the supplier database.
- Final report containing the methodology, principal conclusions and recommendations of the market survey

b) Payment Schedule

- On submission of inception report (10%)
- On finalization & submission of long list (10%)
- On finalization & submission of short list (20%)
- A list of short-listed suppliers for various categories of suppliers. including a database and hard copy file and Completed Supplier Inspection Reports. (30%)
- Final report containing the methodology, principal conclusions and recommendations of the market survey and a framework for continuous updating of database. (30%)

9. Qualifications or specialized knowledge/experience required for the assignment:

The consulting firm is expected to have:

- International auditing firms undertaking management consultancies with a minimum 7 (seven) years' experience;
- Experience in research, economic and financial analysis, report writing and presentation
- Experience with international projects and multi-cultural environments. Those with qualified UN or humanitarian sector experience in developing countries, especially in South Asia will have an added advantage.
- Knowledge and experience of supply chain and logistics management in the development sector in the region will have an added advantage as well.

Annex-1

Services

Logistics and Travel	Car Rental Inland Transportation of Goods Forwarding & Clearing Vehicle repair and maintenance (for Toyota Vehicles) Courier Packers and Movers Hotels, Conference Facilities and travel; Third Party Inspection Vehicle Insurance
Office Maintenance	Housekeeping/Cleaning and general technical maintenance (Electricity, plumbing, etc) Security Pest Control Photocopy
ICT	Telephone, data and internet Computer networks/LAN/cablings
Audit	Audits, Micro Assessment and Spot Checks
Printing	Offset and Screen Printing
Human Resources	Third Party Human Services Management Recruitment and Head Hunting Drivers's Services
Communcation	Advertising and Communication Audio-Visual productions Graphic Design Translations & Interpretation Photography Newspaper and webportal advertisement Event Management Media Monitoring Campaign
Training, Study & Research	Surveys, Monitoring, Evaluation and Research Pre-testing of Communication Materials Training and Facilitation Advisory Services

ICT, Office & AV Equipments	<u>Goods</u>
	Computers, Laptops, Tablets, UPS Multimedia projectors, Multi-function Products (photocopier, scanner & printers) Paper Shredders, Spiral Binders Sound & Video TV & Broadcast
Power Generation Equipments	Generators and spare parts
	Solar Power Systems (Complete) Heavy Duty Inverters Portable Solar Battery Chargers Battery Chargers
Transport	Motor-cycle, Bi-cycle, Scooties
	Toyota Passenger Vehicles Tyres
Office Supplies & Stationeries & Special Items	Stationery
	Security, Safety and Fire Extinguishers Educational Play materials and stationeries
Furnitures	School furniture (desks, benches, blackboard etc)
	Office Furnitures
Plastics	Jerry Cans, Buckets, Jugs
Textile and Leather	Raincoats & Umbrellas
	Winter clothes for Children 0-14 years. T-Shirts and Caps for adults & children Bags for conference School Bags
Emergency Items	Tarpaulins
	Soaps Tents Blankets
Emergency Kits	Educational Kits
	Hygiene Kits Dignity Kits Family Hygiene Kits
Chemicals	Calcium Hypochlorite 65-70% HTH
	Lime