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**REQUEST FOR PROPOSAL FOR SERVICES**

**LRPS-2017-9130181**

**17 February 2017**

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

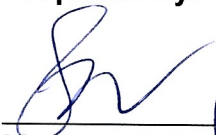
**Wishes to invite you to submit a proposal for**

Intent of the present Tender is to conclude Long Term Agreement for 2 years for provision of services: Conduct Site Assessment, Develop Construction Documents, Obtain Permits and Declaration, Support Tendering and Provide Site Supervision and Quality Assurance of Construction and Rehabilitation Works for UNICEF Ukraine

XXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXX

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

 (Znachkovskaya O.)

Date: 16/02/2017

Mariana Andrashek/

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

Email : mandrashek@unicef.org

Approved By:

Date: 16/02/2017

Valeria Markova

## REQUEST FOR PROPOSAL FOR SERVICES FORM

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

### TERMS AND CONDITIONS OF CONTRACT

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

### INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2017-9130181** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

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

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_ Other \_\_\_\_\_

Item	Service Description	Quantity	Unit	Unit Price	Price
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## 10 Technical Site Assessment

### 1. Technical Site Assessment:

1.1 Assessment of existing buildings for changing its use (e.g. warehouses to be converted into schools): Assess present condition/problem identification; verify structural integrity of existing construction, quality of finishes and functionality of the space for the proposed spatial program; assess rehabilitation/renovation need, assess spaces for new purpose/classrooms and play area development or alteration of spaces including building premises; prepare design and architectural drawings of proposed alteration plan; assess permits/declaration need for proposed plan.

Per site

1.2 Assessment of existing buildings to maintain its original use: Verify structural integrity of existing construction; verify the quality of finishes; check the functionality of the space for the proposed spatial program; verify accuracy of existing design drawings, as required; if design drawings do not exist, prepare architectural drawings of existing spaces.

Per site

1.3 Site assessment for construction of new buildings: Site topography; geotechnical survey; engineering survey, legal status; check the functionality of the space for the proposed spatial program.

Per site

Technical Site Assessment

1

EA

## 20 Construction Documents

### 1. Construction Documents:

1.1 Verification of generic design: adapt generic design to site conditions and to comply with UNICEF criteria (e.g. Child friendly), UNICEF and Government's standards

Per design

1.2 Full set of architectural construction documents: Master plan, layout, complete set of architectural drawings (plan, sections, elevations and details). Compliance with UNICEF criteria (e.g. Child friendly), UNICEF and Government's standards

Per set

1.3 Full set of structural drawings: including foundation details, structural design, construction details and specifications.

Per set

1.4 Full set of service drawings: including drawings for plumbing, drainage, rainwater harvesting, electrical, lightning protection drawings and any other drawings required.

Per set

1.5 Full set of design and drawings: including heating system (boiler gas, solid fuel and electrical energy based), hydraulic design of distribution pipelines and drawings, construction details and specifications.

Per set

1.6 Bill of Quantities (BoQ): including detail specifications of the work and materials fulfilling local gov. construction regulations, unit cost and Engineering Estimates (EE) of each facilities

Item	Service Description	Quantity	Unit	Unit Price	Price
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Per set

Construction Documents	1	EA
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### 30 Permits

1. Permits: To obtain necessary permits and declaration for each construction work (e.g. owner's permit, construction permit, environmental permit)

Per site

Permits	1	EA
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### 40 Declaration

1. Declaration: To obtain necessary declaration for each construction work (e.g., necessary design/drawings and documentation for service declaration to the government etc.) Per site

Declaration	1	EA
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### 50 Tendering

1. Tendering:

1.1 Pre-qualification of contractors: assist UNICEF in the evaluation and pre-qualification of contractors, and support building a shortlist of qualified contractors Per shortlist

1.2 Pre-bid meetings: attend pre-bid meetings, respond queries, etc.

Per meeting

1.3 Bidding documents: Prepare technical documents for bids, including: instruction to bidder, BoQ, drawings, and proposal form

Per bidding

1.4 Technical evaluation: Assist UNICEF in the evaluation of received bids following the criteria specified in ITB or RFP, and including: visit to bidders' offices and relevant constructions, verification of references, etc.

Per bidding

1.5 Financial evaluation: Assist UNICEF in comparing financial proposal to engineering estimates.

Per bidding

1.6 Draft Contract: Assist UNICEF with technical input to construction contracts, based on UNICEF's formats.

Per contract

Tendering	1	EA
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### 60 Site supervision and Quality Assurance

1. Site Supervision & Quality Assurance (QA): To ensure site supervision in order to guarantee compliance of works as per drawings, specifications and quality standards, as well as timeline and budget; to review and certify Variation Orders (VO) upon UNICEF's approval; to advise UNICEF on any potential risks, and propose corrective measures, regarding project timeline, project budget and quality of the works; and to certify effective progress of

Item	Service Description	Quantity	Unit	Unit Price	Price
	works in site and material samples, including checking measurements, defect list, certificates of partial, substantial and final completion after 6 months of DLP Period, collate relevant technical documentations for declaration, and obtain permissions of any other technical conditions and limitations etc.				
	1.1 Site Supervision & Quality Assurance (all costs included) % of construction value				
	1.2 QA Site Engineer in or near Donetsk, Luhansk, Kharkiv, Dnipropetrovsk & Zaporizhia (all costs included) average 4-5 sites to be covered. Per month				
	1.3 Engineer for site visits in or near Donetsk, Luhansk, Kharkiv, Dnipropetrovsk & Zaporizhia (all costs included) Per day				

Site supervision and Quality Assurance	1	EA	
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#### 70 Technical support by seconding Engineer

1. Technical Support by Seconding Engineer: Technical support by deploying/seconding engineers for the construction services including assessment, design, preparation of construction documents, Bill of Quantities (BoQ) & EE, drawings, construction supervision, certification and QA as stated in serial # 5 etc.

1.1 Engineer (based in UNICEF field office and frequent field trips in Ukraine including Donetsk, Luhansk, Kharkiv, Dnipropetrovsk & Zaporizhia (all costs included)  
Per month

1.2 Engineer (based in UNICEF Country/Regional office and frequent field trips in Ukraine including Donetsk, Luhansk, Kharkiv, Dnipropetrovsk & Zaporizhia (all costs included) Per month

Technical Support by Seconding Engineer	1	EA	
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## SPECIAL NOTES

By the results of the tender, UNICEF intends to conclude long-term contract(s) with different vendors whose proposals are consistent with the conditions of tender evaluation. Contracts will be signed with the companies providing high quality services in accordance with the complete list of services at the most favourable price.

Signature of a long-term contract shall not mean the obligation of UNICEF to order and purchase the mentioned services. Any contract resulting from this tender will include the General Terms and Conditions of UNICEF and the special terms and conditions referred to herein and listed below.

**NOTA BENE: THE COMPANIES WHICH WILL BE AWARDED WITH LTA AS A RESULT OF THIS RFPS FOR ANY OF THE CATEGORIES SHALL NOT BE ALLOWED TO BID AS CONTRACTORS FOR ANY OF THE REHABILITATION/CONSTRUCTION/RENOVATION SERVICES IN FUTURE UNICEF TENDERS.**

Proposals.

Proposers must provide the Technical Proposal and the corresponding Price Proposal in separate closed envelopes with the reference RFP-UKRA-2017-003/ LRPS-2017-9130181. Proposals must consist of:

- 1) Completed Bid Form. Please note the term of validity of offers must be correctly indicated. The Bids offering less than 120 days of validity shall be INVALID.
- 2) Technical Proposals in a separate sealed envelope.
- 3) Price Proposal in a separate sealed envelope.

In addition, please note that:

Please kindly ensure that all price are quoted in USD excluding VAT. Please note that UNICEF will make payments in UAH.

This is a sealed proposal and you must adhere to the response instructions in the Request for Proposal;

It is important that you read all of the provisions of the Request for Proposal to ensure that you understand its requirements and can submit a proposal in compliance with them. This includes submission of all documents requested and completion of item texts underneath each item in the proposal. Note that failure to provide requested documents or complete the item texts may result in invalidation of your proposal.

Any inquiry for additional information concerning this Request for Proposal must be

Proposals shall be sent to:

UNICEF Ukraine, 28, Instytutska Str., Entrance B, Kyiv 01021, Ukraine, telephone: 38-044-339-93-79, fax: 230-25-06.

Proposals submitted otherwise (by e-mail, fax, in an opened envelope, with technical and price proposals together in one envelope) or without the completed REQUEST FOR PROPOSAL FOR SERVICES FORM (p. 3) will be INVALIDATED.

Note that your duly sealed proposal must reach our office by MARCH 15, 2017 AT 14:00 at the latest. Envelopes with proposals will be opened at 14:15 of the same day as provided for by the form of the Request for Proposal attached. Due to the nature of tender, NO public opening is taking place.

More details on the above-set conditions are provided further in this document.

## A. INSTRUCTIONS TO BIDDERS

### 1.0 PURPOSE OF THE RFPS

The purpose of the Request for Proposal for Services (RFPS) is to select agency/agencies for Long Term Arrangement to provide services in the three below categories:

Conduct Site Assessment, Develop Construction Documents, Obtain Permits and Declaration, Support Tendering

and

Provide Site Supervision and Quality Assurance of Construction and Rehabilitation Works

Details are provided in the Terms of Reference below.

## **2.0 CONTRACTUAL PROCESS**

The tentative schedule of the contractual process is as follows:

1) Technical and financial proposals received no later than MARCH 15, 2017 AT 14:00

2) Bid Opening Date: MARCH 15, 2017 AT 14:15

3) Technical evaluation completed by

Lead Time: 3 weeks from the date of opening of Technical Offers

4) Commercial evaluation completed by

Lead Time: 1 week from the date of opening of Commercial Offers

5) Anticipated Long Term Arrangements Award Date

Lead Time: 2 weeks from the date of finalization of evaluation of Commercial Offers

## **3.0 PROCEDURES AND RULES**

**3.1 Confirmation of the receipt of the RFPS:** Proposers are requested to confirm the receipt of this Request for Proposal for Services to the following UNICEF contact person: Mariana Andrashek: [mandrashek@unicef.org](mailto:mandrashek@unicef.org). In your correspondence, please give the full contact name, title, address, telephone, fax number and email address of the individual responsible for handling this RFPS in your firm.

**3.2 Intention to Bid:** Proposers are requested to indicate whether or not your firm intends to submit a proposal and if not, indicate the reasons why your firm will not bid. Proposers are requested to confirm no later than MARCH 10TH, 2017 their intention to submit their proposal, by sending an e-mail to Mariana Andrashek: [mandrashek@unicef.org](mailto:mandrashek@unicef.org).

**3.3 IF THIS REQUEST WAS DELIVERED TO THE WRONG ADDRESS,** we request that it be promptly re-directed to the person responsible for this field of activity within your institution. We apologize for any inconvenience.

## **4.0 RFPS CHANGE POLICY**

**4.1** All requests for changes or alterations to the Request for Proposal for Services or requests for clarifications must be submitted in writing by fax or e-mail to Mariana Andrashek: [mandrashek@unicef.org](mailto:mandrashek@unicef.org). Information provided verbally will not be considered a fundamental change and will not alter this RFPS.

**4.2** Any request for information/clarification regarding the specifications should be submitted via e-mail to Mariana Andrashek: [mandrashek@unicef.org](mailto:mandrashek@unicef.org) no later than MARCH 10TH, 2017. Inquiries received after that deadline cannot be guaranteed any response. Only written inquiries will receive an answer.



**Please be informed that if the question is of common interest, the answer will be shared with all potential proposers.**

4.3 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.

4.4 Proposals may be withdrawn in writing by e-mail Mariana Andrashek: [mandrashek@unicef.org](mailto:mandrashek@unicef.org) prior to the opening time and date. Negligence on the part of the proposer confers no right for the withdrawal of the Proposal after it has been opened.

## **5.0 RFPS RESPONSE FORMAT**

### **5.0 RFPS RESPONSE FORMAT - SUBMITTING OF OFFERS IN HARD COPY (PAPER)**

#### **5.1 Marking and Returning Proposals**

Full proposals should be submitted in Ukrainian or Russian or English language and must be received no later than MARCH 15, 2017 AT 14:15 in original hard copies duly signed and dated. Proposers must submit a sealed proposal, ensuring separate envelopes for the Technical Proposal and the Price Proposal. The Price Proposal must be submitted in a sealed envelope separate from the rest of the proposal. Prices or rates shall not appear in any other part of the proposal.

5.2 SEALED PROPOSALS must be securely closed in the Proposal Envelope, clearly MARKED on the outside with the PROPOSAL NUMBER:

RFP-UKRA-2017-003/ LRPS-2017-9130181\_NAME OF THE BIDDER

and dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE stated above and on the front of the RFPS. Sealed proposals should be sent to 28 Institut'ska Street, 01021 Kiev, UNICEF Ukraine, AND have to be dropped into the TENDER BOX inside the office or delivered by courier directly to the attention of: Mariana Andrashek, Contracts Officer. Proposals received in any other manner will be INVALIDATED.

5.3 The Proposal Envelope must contain two separate sealed envelopes, one containing the Price Proposal and one containing the Technical Proposal. Each of the two must be clearly marked with the Proposal Number and Type, i.e. either Technical Proposal or Price Proposal. Proposals received in any other manner will be INVALIDATED.

5.4 In the sealed envelope named: "TECHNICAL PROPOSAL RFP-UKRA-2017-003/ LRPS-2017-9130181\_NAME OF THE BIDDER"  
Proposer must submit one (1) hardcopy and one (1) electronic version on CD/flash card of the Technical Proposal.

5.5 In the sealed envelope named "PRICE PROPOSAL RFP-UKRA-2017-003/ LRPS-2017-9130181\_NAME OF THE BIDDER"  
Proposer must submit one (1) hardcopy of the Price Proposal.

5.6. Proposals must be signed/stamped by an authorized representative of the proposer's company.

5.7 Offers delivered at a different address or in a different form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

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

5.9. It is recommended that proposals be either hand-delivered to UNICEF or be sent via courier/messenger service to ensure timely arrival as the mail may be delayed due to security checks.

## **6.0 CONFIDENTIAL INFORMATION**

6.1 Information which the Proposer considers confidential or proprietary must be marked clearly as such next to the relevant part of the text, and UNICEF will then treat such information in confidence.

## **7.0 RIGHTS OF UNICEF**

7.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, or, unless otherwise specified by UNICEF or by the Proposer, to accept any item in the Proposal.

7.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract.

7.3 UNICEF also reserves the right to negotiate with the Proposer(s) who have submitted the most responsive evaluated proposals.

7.4 UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal for Services. This RFPS, along with any inquiries and responses thereto, and the proposals shall be considered the property of UNICEF and the proposals will not be returned to their originators.

## **8.0 PROPOSAL OPENING**

**8.1 Offers will be opened on MARCH 15, 2017 AT 14:15**  
DUE TO THE NATURE OF THIS RFPS, THERE WILL BE NO PUBLIC OPENING OF PROPOSALS.

# **B. TECHNICAL AND COMMERCIAL PROPOSAL REQUIREMENTS AND CONTENT**

## **1.0 INFORMATION IN THE TECHNICAL PROPOSAL**

1.1 The proposer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this Request for Proposal for Services and the Terms of Reference. The proposal shall be composed of separate technical and financial proposals and shall adhere to the following:

1.1.1 Categories of information that are considered a mandatory requirement of this RFPS are outlined in the attached Terms of Reference under the heading,  
6. Qualifications/specialized knowledge/experience required to complete the task  
and 6.1. Request For Proposal (RFP) Response Format - see Annex A "Terms of Reference".

1.1.2 The proposer must also provide sufficient information in the proposal to address each area of the items in the mandatory requirements to ensure the evaluation team can make a fair assessment of the company based only on its proposal.

## 1.2. TECHNICAL PROPOSAL MUST CONTAIN THE FOLLOWING DOCUMENTS:

Qualifications required from the Bidders are laid out in the Terms of Reference to this RFP.

1.2.1. The list of documents, the Bidders must deposit as part of their technical proposal:

- # Fully signed and sealed Request for Proposal for Services Form (obligatory currency - USD net, obligatory validity - no less than 120 days)
- # Valid License for relevant types of works.
- # Registration Certificate
- # Articles of Association (or the extract from the Articles of Association containing information on the Company and types of activity)
- # Confirmation of the type of activity (Excerpt from the Statistics Administration)
- # Filled out Technical Proposal Submission Form #Annex-1 to Terms of Reference

Failure to submit the above Mandatory Documents will result in INVALIDATION of the Bid.

The following documents must be included in addition to the above listed in the Technical Proposal:

- # VAT Registration Certificate/Single Tax Payer Registration Certificate if any
- # Banking details in Ukrainian and English with valid bank account number in UAH. - Certificate from the Bank. SWIFT code must be indicate for information purposes.
- # Filled out Company Profile From (if such was not submitted during the last 2 years), see Annex D.
- # Financial Statement for the last 2 years of Company's activity.
- # The agency must provide updated signed CVs for the proposed team members. The CVs should include details on tasks carried out by the applicable staff, including ongoing assignments indicating capability and capacity to undertake the proposed assignment.
- # The proposer is requested to provide the name of at least three (3) clients to whom it provides similar services or the reference letters. UNICEF reserves the right to contact these references, without notifying the proposer.
- # Any other documents deemed necessary to demonstrate compliance with the Qualifications/specialized knowledge/experience required for this RFPS.

## 2.0 COMMERCIAL/PRICE PROPOSAL

2.1 The following commercial criteria must be outlined in the commercial proposal:

- Currency: USD
- All prices indicated in the Price Proposal shall remain fixed for the entire period of validity of the Long Term Arrangement.
- Price Proposal Template - Proposers must use the attached FINANCIAL PROPOSAL SUBMISSION FORM (ANNEX 2 TO TERMS OF REFERENCE)

2.2. UNICEF reserves the right to:

- Contact any or all references supplied by the proposer
- Request additional supporting or supplementary data (from the proposers)
- Arrange interviews with the proposed Project Team/Consultants

- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Enter into negotiations with the selected supplier
- Award contracts to more than one proposer for portions of the Terms of Reference defined herein

### 3.0 PROPOSAL EVALUATION PROCESS AND METHOD

#### 3.1 Evaluation of Proposals:

UNICEF will set up an evaluation/selection team composed of technical and contracting representatives. Following the submission of the proposals, an evaluation will be conducted to assess the merits of each proposal. The evaluation will be restricted exclusively to the contents of the proposal, references and corporate financial health.

#### 3.2 The documents required for pre-qualification

Each response will first be evaluated by UNICEF for compliance with the mandatory requirements of this RFPS. Mandatory requirements are indicated throughout this RFPS. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

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

3.4 At the next stage, the responses which comply with the stated mandatory criteria will be evaluated in accordance with the technical evaluation criteria as outlined in this Terms of Reference and according to the relative weighting that UNICEF ascribes to each criterion in Technical Evaluation Matrix.

3.5 For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 60 of out 100. Proposals not meeting this minimum score will be considered technically non-complaint and will be given no further consideration. See Technical Evaluation Criteria MATRIX in Terms of Reference.

3.6 Technical reviews may also include site visits, oral presentations and demonstrations, and checking of references.

3.7 Only at this stage will price be considered. The price/cost of each of the technically compliant proposals will be considered using the same methodology. The proposers should ensure that all pricing information is provided in accordance with the FINANCIAL PROPOSAL SUBMISSION FORM (ANNEX 2 TO TERMS OF REFERENCE)

3.8 Finally, the overall score for each of the proposals is calculated based on:

#### Maximum Points

Technical Proposal Score: 100 points (60 point out of 100 - acceptable threshold)

Price Proposal Score: 100 points.

Overall Proposal Score: 200 points

The weight of each offer shall have the ratio of:

60% weigh of Technical Proposal. Meaning that the overall technical evaluated score will be calculated:  $X \text{ points obtained by Technical Proposal} * 0.6 = \text{Overall evaluated score for Technical Proposal}$

40% weight of Price Proposal. Meaning that the overall financial evaluated score will be calculated:  $X \text{ points obtained by Price Proposal} * 0.4 = \text{Overall evaluated score for Price Proposal}$ .

Most responsive evaluated offer is the SUM of overall evaluated scores for Technical and Price Proposal of each Bidder.

#### Price Proposal

The total amount of points allocated for the price component of each category is 100. The maximum number of points will be allotted to the lowest price proposal (expressed as a non-weighted average of standard team cost for that category). All other price proposals will receive points in inverse proportion to the lowest price.

## INSTRUCTIONS TO VENDORS

### A. INTRODUCTION

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

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

### C. COMMERCIAL PROVISIONS

#### 1.0 PERFORMANCE, PRICES AND PAYMENT

The resulting Long Term Arrangement will define all applicable authorities related to this engagement. UNICEF will, together with the selected contractor(s), determine the criteria for fulfillment of the contract. UNICEF requirements are based on the Statement of Works of the RFPS.

##### 1.1. Prices

The Long Term Arrangement (LTA) Resulting from this RFP shall fix the indicated prices in USD for the period of validity of the LTA.

**1.2 UNICEF** will place orders on case-to-case basis for separate services based on the specific quotations received. UNICEF reserves the rights to request quotations for the services from multiple LTA holders to ensure competitive prices for each specific service order.

**1.3** Any specific contract for services which will be raised with reference to LTA will be raised in the National Currency of Ukraine in accordance with the fixed LTA prices converted based on UN Exchange Rate as of the date of raising the contract. All payments shall be made in UAH.

**1.4.** In case the Bidder is a registered VAT payer, all payments shall be in UAH inclusive additional 20% VAT.

1.5 UNICEF shall process payment upon receipt of delivered services within 30 calendar days.

## **2.0 PROPERTY OF UNICEF**

This Request for Proposal for Services, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

## **3.0 MOST FAVOURED PRICING**

3.1 The rates quoted by the successful proposer shall be locked in for the duration of the resulting Long Term Arrangement. However, if at any time during the validity period of any Long Term Arrangement, the successful proposer offers to provide services as defined herein at a price/rate lower than the price/rate(s) effective under the Long Term Arrangement to any 3rd party, the supplier shall thereafter offer the same price/rate(s) to UNICEF under the Long Term Arrangement.

3.2 The successful proposer is obligated to advise UNICEF, without any delay, in the event that any lower pricing/rate (s) is offered to any 3rd party.

3.3 In the event that the successful proposer fails to notify UNICEF and reduce its price(s) accordingly, UNICEF reserves the right to, with immediate effect, terminate the Institutional/Corporate Contracts.

3.4 Proposers are requested to provide prices in USD. Failure to quote in USD will invalidate the proposer.

3.5 Proposers are requested to confirm any discounts applicable to their proposals.

3.6 Proposers are requested to confirm any further discounts available for payment before UNICEF standard payment terms i.e. net 30 days.

## **4.0 VALIDITY OF PROPOSALS**

4.1 Proposals should be valid for a period of not less than 120 days after proposal opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their proposal, as UNICEF may issue contracts against the most responsive evaluated proposal if requests for identical services are received from our offices/divisions during the proposal validity period. UNICEF may also request the validity period to be extended.

## **5.0 UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS**

5.1 The successful bidder shall be awarded with a Long Term Arrangement. The conditions of the Long Term Arrangement as attached in the template to this RFP. Long Term Arrangement is not a framework document and does not presume any minimal order upon it.

Any specific order resulting from the Long Term Arrangement shall be in the form of a legally binding document - Institutional/Corporate Contract. The UNICEF General Terms and Conditions for Institutional/Corporate Contracts included in this RFPS will form part of any resulting contract. The Template is attached herewith.

## **6.0 FULL RIGHT TO USE AND SELL**

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

## **7.0 REFERENCES**

7.1 The proposer is requested to provide the name of at least three (3) clients to whom it provides similar services. UNICEF reserves the right to contact these references, without notifying the proposer.

## **8.0 PROPOSER'S REPRESENTATIONS**

8.1 The proposer represents and warrants that it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform his or her obligations under any resulting Contract.

## **9.0 ERROR IN PROPOSAL**

9.1 Proposers are expected to examine all Schedules and all Instructions pertaining to the work or Proposal. Failure to do so will be at proposers own risk. In case of errors in the extension price, unit price shall govern.

## **10.0 AWARD / ADJUDICATION OF PROPOSALS**

10.1 The Long Term Arrangement(s) will be awarded to the Proposer offering the most responsive evaluated proposal and whose services are commercially, technically acceptable, and whose Proposal is in compliance with all Instructions, Specific Terms and Conditions, Special Notes and General Terms and Conditions contained in the RFPS, providing the Proposal is reasonable and it is in the interest of UNICEF to accept it.

10.2 UNICEF reserves the right to make multiple arrangements for any item(s)/services where, in the opinion of UNICEF, the most responsive evaluated Proposer cannot fully meet the requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the most responsive, second most responsive and third most responsive, etc. evaluated proposal which meets all the requirements stated in the RFPS document.

10.3 In case of an award, Proposers who have not previously received Long Term Arrangement or Institutional/Corporate Contracts from UNICEF may receive a Long Term Arrangement for a limited service / period until satisfactory performance is established.

## **11.0 SUPPLIER REGISTRATION**

11.1 Proposers are required to register with UNICEF before an award can be made. In order to do so you need to complete and include into your Technical Proposal the filled-out Supplier Profile Form.

### **ANNEXES :**

Annex A : Terms of Reference (including Forms of submission of Technical and Price Proposals)

Annex D: Company Profile Form

Annex #: Long Term Arrangement template contract

## **D. GENERAL PROVISIONS**

## **1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY**

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

## **2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES**

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

## **3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION**

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

## **4.0 LIQUIDATED DAMAGES**

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

## **5.0 ORDER OF PRECEDENCE**

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

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

## **6.0 UNETHICAL BEHAVIOUR**

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

## **7.0 CORRUPT AND FRAUDULENT PRACTICES**

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

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

- (i) 'corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to



influence the action of a public official in the procurement process or in the execution of a contract, and

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

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

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

## **8.0 GUIDELINES ON GIFTS AND HOSPITALITY**

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

## **9.0 POST-EMPLOYMENT RESTRICTIONS**

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

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

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

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

## **10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION**

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group

or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

### 1. ACKNOWLEDGMENT COPY

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

### 2. DELIVERY DATE

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

### 3. PAYMENT TERMS

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

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

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

### 4. LIMITATION OF EXPENDITURE

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

### 5. TAX EXEMPTION

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

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

### 6. LEGAL STATUS.

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

### 7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

### 8. INDEMNIFICATION

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

### 9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

performing work or services in connection with this Contract.

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

### 10. SOURCE OF INSTRUCTIONS

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

### 11. ENCUMBRANCES/LIENS

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

### 12. TITLE TO EQUIPMENT

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

### 13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

### 14. CONFIDENTIAL NATURE OF DOCUMENTS

- (a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

### 15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

### 16. TERMINATION

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

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

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

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

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

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

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

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

### 17. SUB-CONTRACTING

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

### 18. ASSIGNMENT AND INSOLVENCY

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

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

### 19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

### 20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

### 21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

### 22. SETTLEMENT OF DISPUTES

#### Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

#### Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### 23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

### 24. CHILD LABOUR

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

### 25. ANTI-PERSONNEL MINES

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

### 26. AUTHORITY TO MODIFY

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

### 27. REPLACEMENT OF PERSONNEL

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

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

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

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

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

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

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