
REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2017-9129926

13 February 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

**INSTITUTIONAL CONTRACT FOR PROVISION OF SERVICES TO DEVELOP THE
CONCEPT AND FUNCTIONAL-STRUCTURAL MODEL OF THE INTEGRATED SOCIAL
PROTECTION SYSTEM IN UKRAINE IN THE CONTEXT OF THE ONGOING
DECENTRALIZATION REFORMS AND PROVIDE TECHNICAL ASSISTANCE TO THE 35
NEWLY CONSOLIDATED MUNICIPALITIES ON INTEGRATED SOCIAL PROTECTION**

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



Date: 09/03/2017

Mariana Andrashek

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

Email : mandrashek@unicef.org

Approved By:



Valeria Markova

Date: 09/03/2017

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-2017-9129926** 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 Concept/model Integr social protection

Proposers must provide the Technical Proposal and the corresponding Price Proposal in SEPARATE CLOSED ENVELOPES with the reference NUMBER: RFPS-UKRA-2017-002/ LRPS-2017- 9129926

Proposals must consist of:

- # Completed Request for proposal for services form. Please note the term of validity of offers must be correctly indicated. The Bids offering less than 60 days of validity shall be INVALID.
- # Technical Proposal. English language only. The list of documents comprising the Technical Proposal is listed below in this Request for Proposal.
- # Price Proposal in a separate sealed envelope.

In addition, please note that:

- a. Please kindly ensure that all price are quoted in USD excluding VAT. Please note that UNICEF will make payments in UAH if Ukraine-based Bidder or in USD if International.
- b. This is a sealed proposal and you must adhere to the response instructions in the Request for Proposal;
- c. Any inquiry for additional information concerning this Request for Proposal must be forwarded by e-mail with the tender number reference to the attention of Mariana Andrashek, mandrashek@unicef.org. PLEASE NOTE: no proposals should be send to this e-mail.
- d. Please confirm in writing your participation in the tender (by an e-mail of voluntary form) by 17 March 2017, 16:00 by sending a confirming letter on the e-mail: mandrashek@unicef.org.
- e. Proposals shall be sent IN HARD COPIES ONLY to: UNICEF Ukraine. Kyiv 01021, Ukraine, 28 Instytutska Str., Entrance B, telephone: 38-044-339-93-79, fax: 230-25-06.
- f. Submission deadline: 20 March 2017, at 11:00.
- g. Proposals submitted otherwise (by e-mail, fax, in an opened envelope, without filled out and signed Request for Proposal for Services Form will be INVALIDATED.

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

UNICEF UKRAINE TERMS OF REFERENCE

Contract Type: Institutional (International)

INSTITUTIONAL CONTRACT FOR PROVISION OF SERVICES TO DEVELOP THE CONCEPT AND FUNCTIONAL-STRUCTURAL MODEL OF THE INTEGRATED SOCIAL PROTECTION SYSTEM IN UKRAINE IN THE CONTEXT OF THE ONGOING DECENTRALIZATION REFORMS AND PROVIDE TECHNICAL ASSISTANCE TO THE 35 NEWLY CONSOLIDATED MUNICIPALITIES ON INTEGRATED SOCIAL PROTECTION

Duration: 5 months

1. Purpose of Contract:

UNICEF Ukraine wishes to engage a contractor/organization to develop the concept and functional-structural model of integrated social protection system in Ukraine in the context of the ongoing decentralization reforms and to apply/test instruments and/or service models developed by UNICEF or other partners. The elements of the integrated social protection need to be modelled in the 35 newly consolidated municipalities across the country.

2. Objective of the Contract with expected results/outcome/products/sub products/outputs:

Item	Service Description	Quantity	Unit	Unit Price	Price
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The objectives of the consultancy are the following:

a. Assessment of existing social work/ community-based service models and practices, with particular focus on the establishment of both general and specialized social protection services:

community protection centers (1 center) in Mariupol & Severdonetsk cities (2 centers) # (assessment of effectiveness of services) and the links to organization of social protection services

organization of social protection services (administration of social protection schemes, including cash benefits and services; social work; service design & delivery; data management & monitoring) conducted in Uman, Odessa and Vinnitsia

case management approaches applied, reviewing models/approaches in Mariupol, Odessa

b. The development of the concept of Integrated Social Protection System in Ukraine (including the aspects of Public Finance Management). In addition to the decentralization, the concept needs to be aligned with other sector reforms in Ukraine (e.g. health and education sector reforms) as well as other significant processes such as macro-economic stability and anti-corruption efforts. The concept needs to consider the current development challenges of the social protection system such as measures aimed at reducing the impact of utility tariff increase, significant number of internally displaced persons, among others.

c. Review of the existing and development of the new functional-structural model of the Integrated Social Protection System in Ukraine (including business processes and the role and functions of central, deconcentrated (oblast and rayon) and local self-government structures) as well as the M&E system of the proposed model.

d. Flow-chart/algorithm aimed at the establishment of the Integrated Social Protection System. This includes the roles and responsibilities of relevant national authorities e.g. Ministry of Social Policy and other ministries such as Finance and Regional Development, required capacity development measures, relevant partnerships and coordination structures and systems, among others.

e. Regional training to 35 newly consolidated municipalities on Integrated Social Protection including the following dimensions:

- Case management and social work;
- Design and implementation of local social plans (exploring the use of existing governance instruments for planning and budgeting services # testing effectiveness and adapting tools to specific needs);
- Design of procedures of inter-sectoral cooperation among social services
- Strengthening result-oriented budgeting capacity with focus on both revenue and expenditure assignment relevant to social sectors;

3. Deliverables based on the work plan:

3.1 Assessment report on existing social work practices, with particular focus on the establishment of both general and specialized social protection services and social work

Timeframe: 2 months

3.2 Concept of Integrated Social Protection System in Ukraine (including the aspects of Public Finance Management)

Timeframe: 2 months

3.3 Report on Functional-structural analysis of the Ministry of Social Policy and deconcentrated oblast and local self-government bodies for the implementation of the Integrated Social Protection System in Ukraine

Timeframe: 2 months

3.4 Flow-chart/algorithm aimed at the establishment of the Integrated Social Protection System with detailed

Item	Service Description	Quantity	Unit	Unit Price	Price
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description of roles, responsibilities of relevant actors, processes and systems

Timeframe: 1,5 months

3.5 Regional training (4) to support 35 newly consolidated municipalities on Integrated Social Protection

Proposed dates: From March until the end of June, 2017

Topics to be covered: General Introduction to ISP; Case management; Local Social Planning; Establishment of general and specialized social services; Institutional cooperation; Result based budgeting with focus on social sectors

Number of training (4):

Number of days for each training: 2 full days;

Number of participants (35 in each training); (total 140 participants)

Number of participants with overnight stay: (35 in each training); (total 140 participants)

Number of participants who require local travel: (35 in each training); (total 140 participants)

Proposed place: (Lviv city, Poltava city; Zaporozie city, Vinnitsa city);

Consecutive translation: for the sessions delivered by the international experts only

Expected printing: (stationary materials; agenda, hand-outs and didactic materials;

NOTA BENE: The above services include rent of venue, reimbursement for participants# travel and accommodation, meals.

3.6 Language of the deliverables:

The deliverables 3.1;3.2;3.3 and 3.4 need to be developed both in English and Ukrainian.

The deliverable 3.5 (training) needs can be provided in Ukrainian. Consecutive translation from English to Ukrainian is allowed for the sessions delivered by the international experts.

4.1 Additional details of how the work should be delivered on the Deliverable

Assessment report of existing case management and social service practices:

- Overall assessment of effectiveness of UNICEF service and case management projects, with recommendations for improvements/ changes
- Identification of those practices/models of all reviewed services and case management approaches that could be incorporated into integrated social protection model
- Recommendations for development/amendment of legislative provisions/ normative provisions to enable application of functions of identified practices/services for the integrated social protection model
- Technical expertise for UNICEF models in the form of written recommendations on service design or mentoring/training

5. Relevant background

Decentralization and Local Governance

Decentralization is one of the top priority reforms in today's agenda of Ukrainian reforms that eventually aims at establishing open, transparent and efficient local governance to ensure quality and accessible public services including those in the social sector. A key dimension within the decentralization reform is consolidation of municipalities considering that the large number of fragmented communities simply lack sufficient resources to generate income and provide quality services. The government hopes to reduce the number of territorial communities from approximately 11,500 to 1,500 in a few years.

In parallel with the consolidation, municipalities are receiving competencies in healthcare, education and social protection. Municipalities also received additional tax revenues # income tax of physical persons. Particularly, the transfer of competencies in health and education has been accompanied with the redistribution of financial resources # education and health subsidies are now income sources of municipal budgets. However, the same did

Item	Service Description	Quantity	Unit	Unit Price	Price
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not happen with the social protection competencies with the hope that these functions will be financed from the additional tax revenues.

The impact of the current decentralization efforts on child well-being and performance of social sectors has not been assessed. Despite positive expectations in the long-term, at present, the decentralization of social services can present both threats and opportunities for child related services. The interim legal safeguards across social sectors are therefore essential to mitigate possible losses of the system in transition.

Social Protection

UNICEF defines social protection as #the set of public and private policies and programmes aimed at preventing, reducing and eliminating economic and social vulnerabilities to poverty and deprivation #. It is a crucial policy tool for supporting equity and social justice in UNICEF#s equity focused approach to development. Social protection measures strengthen the capacity of families to care for their children and overcome barriers to services that stand in the way of the fulfilment of children#s rights.

The key challenge of the Ukrainian social protection system can be summarized as a systemic inability to proactively identify and holistically respond to the growing social needs of vulnerable children and families throughout the country and especially in the most deprived and risk prone localities. The existing system is extremely fragmented and reactive predominantly applying administrative and bureaucratic approach in the design of respective instruments and services that leads to the unjustified exclusion of the most vulnerable families and children.

There is the danger that if an effective social protection system is not established in Ukraine, the emerging and new challenges, such as growing child poverty , reintegration of internally displaced families, social consequences of labour migration and lack of social cohesion could become decades and lead to further polarization of the Ukrainian society. The speed of the growth of the economic sectors as well as the performance of other social sectors such as health and education may considerably slow down, as the human capital will not be able to adapt and fuel the demanding needs.

Decentralization of social services and creation of the consolidated municipalities opens the door for the promotion of a European model of Integrated Social Welfare to be based on the principles of solidarity, subsidiarity and service integration.

- Assessment of existing community-based social service models/ social work practices:

The state#s practice of social protection for children has not developed based on needs or within communities. Largely, social service response for children has been separate from the mainstream social service system, placing children in isolated, residential care rather than offering social care services within communities. In this context, communities # NGOs, parents groups, volunteer groups # have responded by developing social services based on needs in communities or their personal needs.

In the conflict, UNICEF has supported the development of community protection centers (CPCs), which are based on existing NGOs, volunteer groups or state service centers. The services are developed based on needs of the community and provide an example of community-based prevention social care services. These services could be examples of social care services that could be outsourced and monitored by statutory providers. Review of these services should include review of the functioning and structuring of these social care services and the effectiveness of these services in addressing specific needs of clients.

6. Combination of the international and local expertise

It is obligatory that the applicants will propose a balanced team composed of both international and local experts.

Item	Service Description	Quantity	Unit	Unit Price	Price
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The consortium with the specialized local organizations (as per pillars of the ISP) are encouraged. At the application stage, the letter of intent (no specific format required) that confirms the interest of local organizations to participate and/or provide relevant experts needs to be attached to the application package. If international partner will phase difficulties with identification of the local specialized organizations/consultants, UNICEF will provide necessary support and assistance in the identification of those.

7. Performance indicators for evaluation of results:

The evaluation of results will be based on the following criteria:

§ Quality of the technical and professional work (will be measured by the quality of the products/deliverables, provided to national and sub-national partners and UNICEF.

§ Completeness of the key assignments as per the ToR;

§ Timeliness of work (timely submission of the summary report to UNICEF);

In addition, such indicators as work relations, responsibility and communication will be taken into account during the evaluation of the consultant#s work.

8. Qualifications/specialized knowledge/experience required to complete the task:

Required institutional qualifications (organization):

Proven organizational experience (at least 5 years) and capacity in conducting in-depth analysis and preparing of concepts and models in the area of social protection and child protection;

Substantive knowledge of the principles and key elements of the integrated social protection systems including but not limited to: case management and social work, local self-government based social planning, institutional cooperation among local services (information exchange and referral), public finance management, cash transfers, physical integration of social protection services through #one window# or #there is no wrong door# modality; integrated data management in the area of social protection (personal, administrative and statistical data); M&E system in the area of social protection;

Established partnerships with local organizations and experts in the field of social protection and child protection;

Familiarity with the national (Ukrainian) legislation and policies on social policy; child protection, social sector decentralization and social sector reform priorities;

Ability to embed the children#s agenda into broader social protection/ social sector programming and policy-making.

Required individual qualifications (experts):

Higher education (at least Master degree, PhD is an asset) in Economics, Public or business administration, Social science or related field Local (Ukrainian) and international experience in the development of models, policies and legislation in the area of social sector reform.

Substantive knowledge of the principles and key elements of the integrated social protection systems including but not limited to: case management and social work, local self-government based social planning, institutional cooperation among local services (information exchange and referral), public finance management, cash transfers, physical integration of social protection services through #one window# or #there is no wrong door# modality; integrated data management in the area of social protection (personal, administrative and statistical data); M&E system in the area of social protection.

Experience (at least 5 years) in delivering training to local self-government on case management, participatory planning and result oriented budgeting and/or other subject related to social protection, child protection and the decentralized management of public services;

Managerial capacity to lead a team of international and local experts in the area of social policy and child protection;

Item	Service Description	Quantity	Unit	Unit Price	Price
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Strong analytical capacity and ability to manage coordination/convening/leveraging with government partners.

9. Definition of supervision arrangements:

The overall supervision of the consultant will be provided by the UNICEF Ukraine Social Policy Specialist and Child Protection Specialists. During the workshops and training the consultants will be required to work independently during times and might only be able to rely on remote supervision from UNICEF while working closely with the local partners.

10. Description of official travel involved:

This contract will include travel to Ukraine (Kyiv) and the selected regions/consolidated municipalities.

11. Support provided by UNICEF:

Day-to-day support for the assignment will be provided by UNICEF Social Policy and Child Protection teams.

Concept/model Integr social protection	PU
Concept/model Integr social protection	PU

SPECIAL NOTES

1.0 PURPOSE OF THE RFPS

The purpose of the Request for Proposal for Services (RFPS) is to select an Institutional vendor for Institutional/Corporate Contract to provide services:

TO DEVELOP THE CONCEPT AND FUNCTIONAL-STRUCTURAL MODEL OF THE INTEGRATED SOCIAL PROTECTION SYSTEM IN UKRAINE IN THE CONTEXT OF THE ONGOING DECENTRALIZATION REFORMS AND PROVIDE TECHNICAL ASSISTANCE TO THE 35 NEWLY CONSOLIDATED MUNICIPALITIES ON INTEGRATED SOCIAL PROTECTION

Duration: 5 months

Details of the services are provided in Terms of Reference to this Request for Proposal.

2.0 CONTRACTUAL PROCESS

The tentative schedule of the contractual process is as follows:

- 1) Technical and financial proposals received no later than 20 March 2017, at 11:00
- 2) Bid Opening Date: 20 March 2017, at 11:00
- 3) Anticipated Institutional/Corporate Contracts Award Date 2-3 weeks after Bid Opening

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. 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 17 March 2017, 16:00 their intention to submit their proposal, by sending an e-mail to 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 e-mail to mandrashek@unicef.org attention of Mariana Andrashek with subject title # number of RFPS. 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 by 17 March 2017, 16:00. 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 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 - SUBMITTING OF OFFERS IN HARD COPY (PAPER)

5.1 Marking and Returning Proposals

Fully signed and sealed Proposals must be submitted by 20 March February 2017, at 11:00 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: RFPS-UKRA-2017-002/ LRPS-2017- 9129926 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 Institutska 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_RFPS-UKRA-2017-002/ LRPS-2017- 9129926_NAME OF THE BIDDER"
Proposer must submit one (1) hardcopy

5.5 In the sealed envelope named "PRICE PROPOSAL_RFPS-UKRA-2017-002/ LRPS-2017- 9129926_NAME OF THE BIDDER"
Proposer must submit one (1) hardcopy

ALL INTERNATIONAL BIDDERS are requested to submit the HARDCOPY ONLY. Upon receipt of the Hardcopy, UNICEF may request the given Bidder to provide the electronic copy of the Proposal via e-mail. In case of discrepancy, the Hardcopy, received at the Bid Opening shall prevail.

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 at 11:00 on 20 March 2017.

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.

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, "Qualifications/specialized knowledge/experience required to complete the task " and " Details of how the work should be delivered" and in Para 2.0 below TECHNICAL PROPOSAL MUST CONTAIN THE FOLLOWING DOCUMENTS.

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

2.0 TECHNICAL PROPOSAL MUST CONTAIN THE FOLLOWING DOCUMENTS:

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

2.1. Mandatory Requirements/Pre-qualification Criteria:

- # Filled out and signed Request for Proposal for Services Form
- # Registration Certificate (Or other information on registered legal entity of the Bidder, as applicable per country of registration)
- # Articles of Association (or the extract from the Articles of Association containing information on the Company and types of activity)
- # Banking details on the bank official letterhead in English with SWIFT code specified
- # Financial Statement for the last 2 years of Company's activity.

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

1.2. List of documents for Technical Proposal:

- # Organizational / institutional history;
- # The previous experiences in fulfilling similar tasks and the project reference of at least one similar task presented as an attachment (no limit of pages for the attachment);
- # The CVs of the expert's team (no limit of pages of CVs).
- # The short methodology (3 to 4 page) that explains how the applicant is proposing to attain the objectives and specific deliverables with focus on the overall rationale of the approach and the key strategies proposed;

2.0 COMMERCIAL/PRICE PROPOSAL

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

Currency: USD. Failure to quote in USD shall invalidate the Proposal.

All prices indicated in the Price Proposal shall remain fixed for the entire period of validity of the Institutional/Corporate Contract.

The financial proposal, which needs to be submitted in a separate envelope, should include A LUMP SUM CALCULATION (with detailed budget lines) for all the services rendered pursuant to Terms of Reference. All travel expenses and any other miscellaneous expenses must be included into the LUMP SUM budget and duly reflected in the provided budget breakdown.

NOTA BENE: The budget for organization of regional trainings (para 3.5 of the Terms of Reference) requires additional detailed budget with itemized breakdown of services. Organization, rent of venue, participants' accommodation, meals, stationery must be included in the budget. This is to be provided as Annex to total Budget for the services.

Only the Reimbursement of participants' travel expenses SHALL NOT be included in the Price Proposal as their value will depend on the actual cost identified at the stage of contract implementation. The Bidders are required to indicate the service free (%) if such will be additionally required to process the reimbursement of participants travel expenses in cash.

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: submission of documents listed in 2.1.Mandatory Requirements/Pre-qualification Criteria, submission in separate sealed envelopes, duly signed and stamped Request for Proposal for Services Form with correct currency and Bid validity term.

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 the 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 70 of out 100. Proposals not meeting this minimum score will be considered technically non-complaint and will be given no further consideration.

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 total LUMP SUM value provided shall be considered at the stage of financial evaluation.

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

Maximum Points

Technical Proposal Score: 100 points (70 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:

70% weigh of Technical Proposal. Meaning that the overall technical evaluated score will be calculated: $X \text{ points obtained by Technical Proposal} * 0.7 = \text{Overall evaluated score for Technical Proposal}$

30% weight of Price Proposal. Meaning that the overall financial evaluated score will be calculated: $X \text{ points obtained by Price Proposal} * 0.3 = \text{Overall evaluated score for Price Proposal}$.

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 (total lump sum value). All other price proposals will receive points in inverse proportion to the lowest price.

Score for price proposal X = (Max score for price proposal * Price of lowest priced proposal) / Price of proposal X.

Technical Evaluation Matrix - see Annex 1 attached.

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 Institutional/Corporate Contract will define all applicable authorities related to this engagement. UNICEF will, together with the selected contractor, determine the criteria for fulfillment of the contract. UNICEF requirements are based on the Terms of Reference of this RFPS.

1.1. Prices

Institutional/Corporate Contract resulting from this RFPS shall fix the indicated prices in USD for the period of validity of the Contract pursuant to the Price Proposal submitted for this RFPS.

1.2. For Ukraine-based Bidders only: all payments shall be processed in the National Currency of Ukraine in accordance with the fixed Contract prices converted based on UN Exchange Rate as of the date of issuing the Invoice. Link to UN Exchange Rate: <https://treasury.un.org/operationalrates/OperationalRates.php>

1.4 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 VALIDITY OF PROPOSALS

3.1 Proposals should be valid for a period of not less than 60 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.

4.0 UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

4.1 As a result of this RFPS the Institutional/Corporate Contract / Construction Contract shall be signed with the successful Bidder. The template of the Contract is attached in Annex to this Request for Proposal. The text of the template Contract shall be amended to specific conditions of the contracted services.

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. All documents are signed in English as main language.

5.0 FULL RIGHT TO USE AND SELL

5.1 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.

6.0 REFERENCES

6.1 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.

7.0 PROPOSER'S REPRESENTATIONS

7.1 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.

8.0 ERROR IN PROPOSAL

8.1 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.

9.0 AWARD / ADJUDICATION OF PROPOSALS

9.1 The Institutional/Corporate Contract (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.

9.2 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.

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

ANNEXES :

Annex 1 : Technical Evaluation Matrix

Annex 2 : Institutional/Corporate Contract Template;

PLEASE NOTE: IF THE REQUEST FOR PROPOSAL FOR SERVICES FORM WAS NOT UPLOADED OR ATTACHED to the Advertising, please request such via e-mail from Mariana Andrashek mandrashek@unicef.org

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
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24. CHILD LABOUR

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

25. ANTI-PERSONNEL MINES

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

26. AUTHORITY TO MODIFY

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

27. REPLACEMENT OF PERSONNEL

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

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

- (a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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

ANNEX I TECHNICAL EVALUATION MATRIX (TEM)
RFPS-UKRA-2017-002/ LRPS-2017- 9129926

Project Name: TO DEVELOP THE CONCEPT AND FUNCTIONAL-STRUCTURAL MODEL OF THE INTEGRATED SOCIAL PROTECTION SYSTEM IN UKRAINE IN THE CONTEXT OF THE ONGOING DECENTRALIZATION REFORMS AND PROVIDE TECHNICAL ASSISTANCE TO THE 35 NEWLY CONSOLIDATED MUNICIPALITIES ON INTEGRATED SOCIAL PROTECTION

STAGE I- TECHNICAL EVALUATION CRITERIA		Total Score	Comments
1	COMPANY EXPERIENCE		
1.1	Proven organizational experience and capacity in conducting in-depth analysis and preparing of concepts and models in the area of social protection and child protection	10	
1.2	Substantive knowledge of the principles and key elements of the integrated social protection systems including but not limited to: case management and social work, local self-government based social planning, institutional cooperation among local services (information exchange and referral), public finance management, cash transfers, physical integration of social protection services through 'one window' or 'there is no wrong door' modality; integrated data management in the area of social protection (personal, administrative and statistical data); M&E system in the area of social protection	20	
1.3	Established partnerships with local organizations and experts in the field of social protection and child protection and the balanced team between international and local experts	10	
2	PROPOSED TEAM OF EXPERTS		
2.1	Substantive knowledge of the principles and key elements of the integrated social protection systems including but not limited to: case management and social work, local self-government based social planning, institutional cooperation among local services (information exchange and referral), public finance management, cash transfers, physical integration of social protection services through 'one window' or 'there is no wrong door' modality; integrated data management in the area of social protection (personal, administrative and statistical data); M&E system in the area of social protection	30	
2.2	Managerial capacity to lead a team of international and local experts in the area of social policy and child protection	5	
2.3	Strong analytical capacity and ability to manage coordination/convening/leveraging with government partners	5	
3	METHODOLOGY PROPOSED		
3.1	The short methodology (3 to 4 page) that explains how the applicant is proposing to attain the objectives and specific deliverables with focus on the overall rationale of the approach and the key strategies proposed	20	
		100	

N.B

- a) 70 % and above = Technically Acceptable Proposal
b) Below 70 % = Technically Non-acceptable Proposal

ANNEX 2

THIS CONTRACT FOR Provision of the services of [_____] to UNICEF Ukraine (together with the Annexes hereto, this "Contract") is made on [_____].

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), 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 at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at the address:
1 Klovskiy Uzviz, Kyiv, Ukraine; represented by Giovanna Barberis, acting on the grounds of the Basic Cooperation Agreement between the Government of Ukraine and UNICEF

AND: [_____] having its legal address at: [_____] , represented by [_____] , acting on the grounds of the [_____] , hereinafter equally referred to as "the Supplier", "the Contractor".

UNICEF and the Contractor are hereinafter collectively referred to as the "Parties".

WHEREAS:

A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other partners in more than one hundred and sixty countries to advance children's rights to survival, protection, development and participation, and in doing so is guided by the Convention on the Rights of the Child.

B. UNICEF intends to procure services as described in the SCOPE OF WORK to this Contract.

C. By Request for Proposal (RFP) No. [_____] , dated [_____] , UNICEF Ukraine invited proposals for the provision of [_____] Services; the Contractor responded with his proposal to the RFP No. [_____] , dated [_____] representing that it is qualified, capable and willing to provide the required services.

D. The Contractor represents that it is qualified, ready, able and willing to carry out the work on the same terms and conditions;

E. NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. This document and all annexes hereto which are incorporated herein by reference, constitute the entire Contract (herein referred to as the "Contract" or this "Contract") between UNICEF and the Contractor:

a) The Proposal from LLC [_____];

b) The Request for Proposal No. [_____] (Technical and Financial Proposals);

c) Annex A - General Terms and Conditions

2. The Contract represents the entire and integrated agreement of the Parties with regard to the subject matter hereof and supersedes all prior agreements, negotiations and representations, either written or oral.

Effective Date

3. This Contract shall become effective as of [_____] , or when both Parties have signed the Contract.

The Contractor shall acknowledge receipt of the contract by signing and returning one original copy within five working days of its receipt.

Term of Contract

4. From the Effective Date of the Contract, specified in Article 4 above, the Contract shall remain in force until the Contractor has fulfilled all of its obligations under the Contract, unless earlier terminated in accordance with the terms of the Contract.

Delivery Date

5. Delivery Date is to be understood as the time the works are completed, which shall be by [_____].

Specifications and Deliverables:

6. The Contractor shall be responsible to complete the work as described in this Contract. The Contractor shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.

Price

7. (if Ukrainian-based company)

The total price (the "Price") for the services provided to UNICEF under this contract is determined as [_____] **net of VAT, total VAT value is [_____] UAH, total Gross including VAT - [_____] UAH.**

7. (if non-Ukrainian-based company)

The total price (the "Price") for the services provided to UNICEF under this contract is determined as [_____] **USD net of VAT.**

8. The Contractor shall not perform any services which may result in the Price being exceeded without a prior written amendment of the Contract.

9. Any deviation from signed contract should be officially endorsed by UNICEF. An amendment to the initial contract must be issued by UNICEF and signed by both parties prior to commencement of adjustments agreed

upon. Failure to comply with the above will result in the contractor bearing the full cost of work done outside the signed contract.

Project Authority

10. UNICEF and the Contractor shall each nominate a Project Authority who shall be responsible for the day-to-day liaison and management of the Contract.

for UNICEF: [_____]

for Legal Issues: [_____]

Inspection and Acceptance

11. UNICEF shall have a reasonable time after completion of the work to inspect performance of the work and to reject and refuse acceptance of services not conforming to the Contract. Payment for services pursuant to the Contract shall not be deemed an acceptance of the services. Inspection prior to completion of the work does not relieve the Contractor from any of its obligations under the Contract.

12. General Provisions

Any notice, request or consent required or permitted to be given or made pursuant to this Contract will be in writing, and addressed and sent by registered mail or confirmed facsimile transmission as follows:

If to UNICEF:

for UNICEF: [_____]

for Legal Issues: [_____]

If to the Contractor:

[_____]

13. Statement of Works and Deliverables:

The Scope of Work to be provided by the Contractors subject to conditions of the Proposal from LLC [_____] received by UNICEF in response for LRPS-[_____] (Technical and Financial Proposals), which form an inalienable part to this LLTS.

INVOICING INSTRUCTIONS:

1. The financial implications upon the present Contract with the total value of [__value, currency_____] **net of VAT.**

Payment schedule shall be based on the completion of deliverables, indicated pursuant to the conditions of this Contract.

The values provided in the present Contract represent the NET values in currency [_____]

1.1. For Ukraine-based companies, the payment shall be made in the National currency of Ukraine [Ukraine Hryvnia, UAH] and, if applicable, including VAT value, subject to provision of original of fully signed Tax Invoice.

1.2. For non-Ukraine-based companies, the payment shall be made in USA dollars (USD), net of VAT.

2. The Invoices shall be issued and the payments shall be made in the [_currency_], to the bank account of the Contractor in accordance with the Bank details indicated in this Contract and the Invoice. The payment shall be made based on the originals of fully signed Invoices provided.

Invoices must refer to the Contract number and deliverables and clearly indicate prices for each deliverable. The Contractor shall submit the original of the fully signed Invoice to the following address:

[____]
UNICEF Ukraine Country Office
01021, 28 Institutska Street, Kyiv, Ukraine

3. UNICEF shall, upon provision of respective services and their acceptance by UNICEF, make payment within 30 days of receipt of the Contractor's invoice for the services.

Payment schedule is as follow [_____]

Requisites of Payer:

[_____]

Requisites of the Contractor:

[_____]

4. UNICEF shall promptly notify the Contractor of any dispute or discrepancy in the content or form of the invoice. The Contractor shall be responsible for correction of discrepancies and provision of the correct and final Invoice to UNICEF. UNICEF and the Contractor shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof.

SPECIAL TERMS AND CONDITIONS:

1. LEGAL STATUS

The contractor shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of the United Nations.

2. **OBLIGATIONS** The contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the

performance of its services under this contract. The contractor shall refrain from any action which may adversely affect the United Nations and shall fulfill its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations.

3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided by the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all the necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

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

4. TERMINATION OF CONTRACT

This Contract may be terminated by either party before the expiry date of the agreement by giving notice in writing to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the consultant shall be compensated on a pro rata basis for no

more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

5. ASSIGNMENT OF PERSONNEL

The contractor shall not assign any persons other than those accepted by the United Nations for work performed under this Contract.

The Contractor shall be fully responsible for all work performed by its employees, agents, servants and sub-contractors under the Contract and shall only select individuals who are professionally and technically competent to perform the work, with appropriate training as may be required. The Contractor shall take all reasonable measures to ensure that all personnel conform to the highest standards of moral and ethical conduct and that they respect local customs which are not otherwise inconsistent with the Contractor's responsibilities under the contract.

UNICEF shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, officers, agents, servants and sub-contractors, nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, disability or death of such personnel performing work under this Contract.

6. INDEMNIFICATION AND INSURANCE The contractor shall indemnify, hold and save harmless and defend, as its own expenses, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventories or devices. In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance. The contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN 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.

7. UNITED NATIONS PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations.

8. ARBITRATION

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

9. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this Contract shall be made except by prior written agreement between UNICEF and the contractor. The Contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

10. OFFICIALS NOT TO BENEFIT

The contractor represents and warrants that no official of the United Nations has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this Contract or the award thereof. The contractor agrees that breach of this provision of an essential term of this Contract.

11. DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

The Contractor 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. The Contractor is therefore required to disclose to UNICEF whether its company, or any of its affiliates, is subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organisation at the time of execution of this contract and throughout the duration of the contract period. The Contractor recognises that a breach of this provision will entitle UNICEF to terminate its supply contract with the Contractor.

12. UNETHICAL BEHAVIOUR

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

In the following paragraph, "Personnel" mean the Contractor's officials, employees, agents, servants, individual sub-contractors and other representatives

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 this Corporate Contract raised against it. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall 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 this Contract, and any breach of this representation and warranty shall entitle UNICEF to terminate this Contract or any Corporate Contract raised against it immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

13. CORRUPT AND FRAUDULENT PRACTICES

UNICEF requires that all Contractors associated with this 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 anything 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 Contractors (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 Contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a 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.

D. GUIDELINES ON GIFTS AND HOSPITALITY

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.

14. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the services by the delivery date stipulated in the contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of

delivery, at the Contractor's cost, if reasonably so requested by UNICEF.

No grant of time to the Contractor to cure a default hereunder, nor any delay or failure by UNICEF to exercise any other right or remedy available to the United Nations under this contract, shall be deemed to prejudice any rights or remedies available to UNICEF under this contract or constitute a waiver thereof.

15. RIGHTS OF UNICEF

In case of failure by the Contractor to perform under the terms and conditions of this contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a) procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;

b) refuse to accept delivery of all or part of the services;

c) terminate the contract without any liability for termination charges or any other liability of any kind for UNICEF;

16. LIQUIDATED DAMAGES

4.1 For late delivery of services or for services which do not meet UNICEF's specifications, requirements, terms of reference or statement of works 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 services pursuant to 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.

17. GENERAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions attached in Annex A shall apply to this Contract.

