
REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2017-9130597

10 March 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Intent of the present Tender is to conclude Institutional Construction Contracts with a number of vendors for the following services: Rehabilitation/Renovation of 40 Kindergartens five Oblasts (Donetsk #11, Luhansk -9, Kharkiv- 5, Dnipropetrovsk- 5 and Zaporizhzhia- 10)

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

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:


Mariana Andrashek

Date: 10.03.2017

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

Email : mandrashek@unicef.org

Approved By:



Valeria Markova

Date: 10.03.2017

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-2017-9130597** 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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10 105 SVOBODNE NVK

Proposers must provide the Technical Proposals and the corresponding Price Proposals in SEPARATE CLOSED ENVELOPES with the reference to the tender number: RFPS-UKRA-2017-005 / LRPS-2017-9130597

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 120 days of validity shall be INVALID.
- # Technical Proposal. English or Ukrainian or Russian Languages are applicable. The list of documents comprising the Technical Proposal is listed below in this Request for Proposal.
- # Price Proposals in accordance the Price Proposal Templates (Bills of Quantity) a separate sealed envelope.

In addition, please note that:

- a. Please kindly ensure that all prices are quoted in USD excluding VAT. Please note that UNICEF will make payments in UAH.
- 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 RFPS-UKRA-2017-005 / LRPS-2017-9130597 to the attention of Mariana Andrashek, mandrashek@unicef.org.
- d. The Final Tender Proposals shall be sent to: UNICEF Ukraine. Kyiv 01021, Ukraine, 28 Instytutaska Str., Entrance B, telephone: 38-044-339-93-79, fax: 230-25-06.
- e. Submission deadline: MARCH 31st, 2017 at 14:00.
- f. Proposals submitted otherwise (by e-mail, fax, in an opened envelope, with technical and price proposals together in one envelope) or WITHOUT A COMPLETED AND SIGNED BID FORM will be INVALIDATED.

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

DETAILED LIST OF WORKS PER EACH SITE ARE PROVIDED IN THE FINANCIAL TEMPLATES (BILLS OF QUANTITY) - ANNEX B.

	105 SVOBODNE NVK	1	PU
20	ZOLOTOPRUDSKA SCHOOL, NVK		
	Zolotoprudska SCHOOL NVK	1	PU
30	NEKREMENSKA SCHOOL, NVK		
	Nekremenska School NVK	1	PU
40	DMITRO-DARIIVSKA SCHOOL, NVK		
	Kindergarten Dmitro-Darievka NVC	1	PU
50	NVK SVETLODARSK SCHOOL, #8		

Item	Service Description	Quantity	Unit	Unit Price	Price
60	Rehabilitation works NVK TORECK SCHOOL #20	1	PU		
70	Rehabilitation works NVK TORECK SCHOOL #7	1	PU		
80	Rehabilitation works KG#91, "Lisova Kazka"	1	PU		
90	Rehabilitation works KG#92, "Chervoni vitrila"	1	PU		
100	Rehabilitation works ZARICHNE, KG "SOLNESHKO"	1	PU		
110	Rehabilitation works CHERKASKE, NVK	1	PU		
120	Rehabilitation works 118 SEVERODONETSK KG#43	1	PU		
130	Rehabilitation works SEVERODONECK, KG #11	1	PU		
140	Rehabilitation works SEVERODONECK, KG #37	1	PU		
150	Rehabilitation works SEVERODONECK, KG #38	1	PU		

Item	Service Description	Quantity	Unit	Unit Price	Price
	Rehabilitation works	1	PU		
160	SEVERODONECK, KG #41				
	Rehabilitation works	1	PU		
170	SHIROKYI KG, " Kazka"				
	Rehabilitation works	1	PU		
180	NIZHNODUVANKA KG, "Dzvinochok"				
	Rehabilitation works	1	PU		
190	Gorodishe				
	Rehabilitation works	1	PU		
200	RAIGORODKA, KG "Topolok"				
	Rehabilitation works	1	PU		
210	KG 108				
	Rehabilitation works	1	PU		
220	KG 296				
	Rehabilitation works	1	PU		
230	KG 272				
	Rehabilitation works	1	PU		
240	KG 391				
	Rehabilitation works	1	PU		
250	NVK, Klugino-Bashkyrivka				

Item	Service Description	Quantity	Unit	Unit Price	Price
	Rehabilitation works	1	PU		
260	Novonykolaivka KG				
	Rehabilitation works	1	PU		
270	Mykhailivka NVK				
	Rehabilitation works	1	PU		
280	MYKHAILIVSKIY KG				
	Rehabilitation works	1	PU		
290	Kislianskiy KG "Prolisok"				
	Rehabilitation works	1	PU		
300	Pridneprovskiy KG "Teremok"				
	Rehabilitation works	1	PU		
310	67_Berdiansk KG #27 Sonechko (1st Tender				
	Rehabilitation works	1	PU		
320	Berdiansk (School) NVK #9				
	Rehabilitation works	1	PU		
330	Botiieve KG Sonechko				
	Rehabilitation works	1	PU		
340	Pryazovske KG #3 Sonechko				
	Rehabilitation works	1	PU		
350	Liubymivka KG Romashka				

Item	Service Description	Quantity	Unit	Unit Price	Price
	Rehabilitation works	1	PU		
360	Rozdol KG Berizka				
	Rehabilitation works	1	PU		
370	80_Mykhailivka NVK (2nd tendering site)				
	Rehabilitation works	1	PU		
380	Zaporizhzhia KG #172 Kryshtalevyi				
	Rehabilitation works	1	PU		
390	Novomykolaivka KG #3 Teremok				
	Rehabilitation works	1	PU		
400	Pology KG #3 Vinochok				
	Rehabilitation works	1	PU		

SPECIAL NOTES

A. INSTRUCTIONS TO BIDDERS

1.0 PURPOSE OF THE RFPS

The purpose of the Request for Proposal for Services (RFPS) is to select vendor(s) for Construction Contracts to provide services:
Rehabilitation/Renovation of 40 Kindergartens five Oblasts (Donetsk #11, Luhansk -9, Kharkiv-5, Dnipropetrovsk- 5 and Zaporizhzhia- 10)

Details of scope of work are provided in Terms of Reference - ANNEX A to this Request for Proposal.

DETAILED LIST OF WORKS PER EACH SITE ARE PROVIDED IN THE FINANCIAL TEMPLATES - ANNEX B.

2.0 CONTRACTUAL PROCESS

The tentative schedule of the contractual process is as follows:

- 1) Technical and financial proposals received no later than MARCH 31st, at 14:00
- 2) Bid Opening Date: MARCH 31st, at 14:15
- 3) Technical evaluation completed by: 3 weeks from the date of Bid Opening
- 4) Commercial evaluation completed by: 2 weeks from the date of Technical Evaluation completion
- 5) Anticipated Construction Contracts Award Date: 2-3 weeks after Financial Evaluation completion

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 MARCH 28, 2017, 17:00 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 via e-mail to mandrashek@unicef.org no later than MARCH 28, 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 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

Full proposals should be submitted in Ukrainian or Russian or English language and must be received no later than MARCH 31st 2017 at 14:00 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-2017-005 / LRPS-2017-9130597_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 Institutaska 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-2017-005 / LRPS-2017-9130597_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_ RFPS-UKRA-2017-005 / LRPS-2017-9130597_NAME OF THE BIDDER"

Proposer must submit one (1) hardcopy and one (1) electronic XLS version on CD/flash card, of the Price Proposal.

THE PRICE PROPOSALS MUST BE SUBMITTED USING THE PRICE PROPOSAL TEMPLATE FOR EACH SCHOOL (BILLS OF QUANTITY) - SEE ANNEX B.

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 MARCH 31st, 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 (ANNEX A)

1.1.1 The proposer must also provide sufficient information in the proposal to address each area of the Terms of Reference (Annex A) and each 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.

Companies are required to submit the following documents for their TECHNICAL PROPOSAL:

2.1 The documents required for pre-qualification

1. Filled out Request for Proposal for Services Form (see p. 3 of English version of RFPs). Validity of offer must be not less than 120 days. Currency must be USD net of VAT.
2. Audited Financial Statement of Company for last one year
3. A copy of Company Incorporate Act (Statute)
4. Valid license for the provision of specific services
5. A Companies valid registration with Ukrainian authorities
6. Bank requisites - official certificates issues by the Bank, containing reference to SWIFT code.
7. Supplier Profile form, if the supplier did not provide such to UNICEF within the last 2 years (Annex F)

Note: Any company failing to submit any of the above document shall be disqualified and will not be considered for further evaluation

2.2. Other technical documents, a company shall submit as part of their technical proposal to confirm their correspondence to the requirements as set in Evaluation Matrix, are as follows:

1. Company profile in relation to expected technical resources and logistics
2. Three references of direct work experiences of relevant building construction/rehabilitation work
3. Implementation plan to undertake the assignment meeting all requirements (schedule of activities; a separate Gantt chart may be provided indicating activities-deliverables-dates/required days).
4. Work Method Statement
5. Quality Assurance Surveillance Plan including Standard Technical Submittals (see paragraph 2.2.4. below and Annex E).
6. CVs of Project Manager, Site Engineer, Electromechanically Engineer and Surveyor

2.2.1 Company Experience: Company Profile.
Company experiences in civil engineering/construction projects/or in schools rehabilitation projects including repair of roof, ceiling, walls, floors, toilets, wash facilities, sewage and heating system / or projects of same kind for last 5 years.

2.2.2 Technical Expertise: CV's of key personnel.

Project Manager: Project Manager with at least MS degree in Civil/or architecture engineering with minimum five (5) years practical experience of multiple project sites.

Site Engineer: Site Engineer with at least Bachelor degree in Civil/or architect or electromechanical engineering with minimum four (4) years practical experience of managing multiple projects sites.

Surveyor: A surveyor with at least diploma in survey/or an equivalent qualification in with minimum three (3) years practical experience.

2.2.4 Quality Assurance & Surveillance Plan: Company/Contractor to provide QASP prepared in compliance with technical specifications contained in this SOW and in line with TEM. Company/Contractor to submit Standard Technical Submittals of the proposed

materials in accordance with the BOQ's with reference to proposed producers/brands and indication of conformity to applicable state certificates. The template (example) for submission of such list is attached as QASP001.

2.2.5 Work Method Statement: Company/Contractor to present detailed work method statement explaining how the specific specialized assignment and as well as project will be undertaken, in compliance with technical specifications contained in this SOW.

2.2.6 Implementation Plan/Work Schedule: Company/Contractor to present comprehensive implementation plan/work plan (schedule of activities) in compliance with technical specifications contained in this SOW.

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 Construction Contract.

Price Proposal must be submitted in accordance with the Price Proposal Template attached in Annex B (Bills of Quantity).

The bidders are allowed to Bid for Groups of Kindergartens and separately for any Kindergarten within the group. UNICEF based on the outcomes of evaluation will select the best value for money proposal for each site or a group of sites.

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. See 2.1. above.

3.3 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.

3.4 For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 60 out of 100. Proposals not meeting this minimum score will be considered technically non-compliant and will be given no further consideration.

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

3.6 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 Price Proposal Template (Annex B).

3.7 At this point, the most favorable proposals will be selected for short-listing. The proposers on the short list may be given the opportunity to give UNICEF an oral presentation in order to be asked detailed questions for clarification of their proposals.

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.

The weight of each offer shall have the ratio of:

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

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

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 for each Kindergarten). All other price proposals will receive points in inverse proportion to the lowest price.

Score for price proposal $X = (\text{Max score for price proposal} * \text{Price of lowest priced proposal}) / \text{Price of proposal } X.$

Technical Evaluation Matrix - see Annex A (Terms of Reference, section 6.1. 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. OBLIGATORY CONDITIONS FOR CONTRACTING PROCESS

1.1 Performance Security (Bond)

The performance security is a written financial instrument issued by a bank (Demand Guarantee) or an insurance company (Surety Bond) in favour of UNICEF to assure fulfilment of supplier/contractor's obligation. The supplier/contractors are advised to fill the role of insurance policy for UNICEF to mitigate the risk of serious damage to UNICEF by their non-performance. This clause will be applicable for the construction contract value to each supplier/contractor that exceeding USD 70,000. The contractor have to deliver Performance Security for proper performance in the amount of 8% of the value of the contract within 14 days after receiving the Letter of Acceptance. The Template of the Performance Security (Bond) is provided in ANNEX C.

1.2 Liquidated Damages for Late Delivery/Poor Quality

UNICEF shall be entitled to liquidated damages from the Contractor for failure in performance (delivery and quality), under the conditions and in the amounts specified below is included in the Contract.

Such damages shall be payable by the sole fact of such failure in performance without the need for any previous notice, except as otherwise provided in the Contract, or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. UNICEF may, without prejudice to any other method of recovery, deduct any amount of liquidated damages from the Contractor's invoices or from any sums due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the Contractor of any of its other obligations or liabilities under the contract.

Listed below are the "Liquidated Damages Clauses":

1.2.1 Liquidated Damages for Late Delivery

If the Contractor fails to make deliveries within the delivery date(s) stipulated in the UNICEF Contract, UNICEF shall be entitled to liquidated damages in the amount of five-tenths percent (0.5%) of the value of such deliveries per additional day of delay, up to a maximum of ten percent (10%) of the value thereof.

1.2.2 Liquidated Damages for Quality Control Failure

If the Contractor fails to meet quality control requirements or if the Contractor fails to rectify inadequacy in a delivery which has not met quality control requirements within two (2) weeks of having received notice from UNICEF by email/registered mail (return receipt requested), UNICEF shall be entitled to liquidated damages in the amount of one tenth percent (0.1%) of the value of such delivery or deliveries per day from the date of such failure until it is cured, up to a maximum of twenty-five percent (25%) of the value thereof.

1.2.3 Retention Money

UNICEF retains 8% of the contract value until 6 months of Defect Liability Period and releases once UNICEF's engineer certify that all defects are rectified and Final Completion Certificate is issued after 6 months. Retention money held by UNICEF is to safeguard against defects which may subsequently develop during Defect Liability and the contractor may fail to remedy.

2.0 PERFORMANCE, PRICES AND PAYMENT

The resulting Construction Contract 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.

2.1. Prices

Construction 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.

2.2. 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>

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

2.4. Aridities and advance payments are not permissible. According the financial rules and regulations of UNICEF, the advance payment are generally not acceptable, except in special conditions. The Bids requesting advance payments shall not be invalidated, but the Bids without the condition of advance payments will be given preference.

3.0 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.

4.0 VALIDITY OF PROPOSALS

4.1 Proposals should be valid for a period of not less than 120 days after proposal opening. 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 As a result of this RFPS the Construction Contract shall be signed with the successful Bidder. The template of the Contract is attached in Annex D 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. All documents are signed in English as main language.

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 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.

8.0 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.

9.0 AWARD / ADJUDICATION OF PROPOSALS

10.1 The Construction 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.

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.

ANNEXES :

Annex A : TERMS OF REFERENCE (Scope of Work)

Annex B : Price Proposal Templates_BOQs_for 40 Kindergartens

Annex C: Performance Guarantee (Bond) Template

Annex D: Construction Contract Template

Annex E: Technical Submittals

Annex F: Supplier Profile Form

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.

