

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2016-9123581

08 February 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

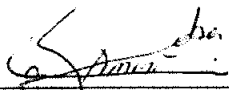
Pre/post Delivery for Inspection of UNICEF Supplies

Issuance Date: 08 Feb, 2016

Closing/Opening Date: 29 Feb, 2016 at 2 pm

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



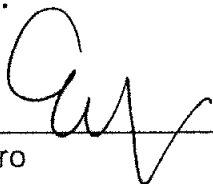
Date: 08 February 2016

Mohammad Tamim Amini

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

Email : mtamini@unicef.org

Approved By:



Date: 08/02/2016

Emma Maspero

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-2016-9123581** 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 Pre-Post delivery inspection services

SHORT TITLE OF ASSIGNMENT:

Pre/post Delivery for Inspection of UNICEF Supplies

DUTY STATION:

Kabul, Afghanistan

SUPERVISOR:

Supply & Logistics Specialist

OTHER CONTACT POINTS:

Procurement Assistant

DURATION:

12 months

LOCATIONS TO BE VISITED:

UNICEF Field Offices (Jalalabad, Mazar, Kandahar, Jalalabad)

BACKGROUND:

UNICEF is the agency of the United Nations, mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behavior towards children. UNICEF's role is to mobilize political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices worldwide. UNICEF also has a research Centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. Its 37 committees for UNICEF raise funds and spread awareness about the organization's mission and work.

Many of the countries, to which UNICEF delivers supplies, are difficult to reach and transportation costs are high. A system of organized and systematic third-party independent inspection is therefore put in place to reduce the risk of failure, as this contributes to improvement in product quality and customer satisfaction.

The quality function drives down the cost while at the same time improves the quality of the products. The quality system aims to assure that the quality of goods is "as specified" and that goods have been packed securely and labelled properly.

The most commonly used QA&I services required from the inspection agencies will be Pre-Delivery Inspection (PDI), for Non-Pharmaceutical products. Other less frequently requested services could include Works Inspections of manufacturing units, loading supervision, laboratory testing and Post-Delivery Inspections.

OBJECTIVE:

Item	Service Description	Quantity	Unit	Unit Price	Price
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The aim of the Terms of Reference is to establish Long Term Arrangements (LTAs) to provide Quality Assurance and Inspection Services to the UNICEF Afghanistan Country Office in Kabul and other field offices in Afghanistan. The service requirements are detailed in the Statement of Work and the services will be requested as and when required.

ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE:

SCOPE OF INSPECTIONS

Type of Inspection Services Required:

The following are the common inspection services required by UNICEF.

TYPE A - Pre-Delivery Inspection:

The purpose of Pre-delivery inspection (conducted at manufacturer#s works), is to identify non-conformities or manufacturing defects, so that preventive and corrective action is taken early and delays and waste arising out of deficient supplies reaching consignee are eliminated.

Pre-delivery inspections will normally be conducted at manufacturer#s works.

The inspection will cover checking of goods and project equipment in accordance with PO specifications (including LTA with suppliers), and will include all such tests necessary to verify various requirements mentioned in the PO. In certain situations, the loading and sealing of containers will also be subject to inspection.

The Pre-Delivery Inspection will include, but not be limited to, the following functions:

1. Check quality of the consignment, with samples drawn based on the batch size and sampling plan as per BIS/ISO 2859-1: latest, or as specified/discussed and agreed with UNICEF.
2. Check items/equipment against the contract specification, technical drawings and other relevant documents/standards.
3. Check the workmanship and finish of the items/ equipment.
4. Dimensional checks.
5. Verify manufacturer#s test reports for raw materials or if required, witness the testing of the raw materials.
6. Check the packing, pallet size, shipping marks against instructions specified in the Purchase Order and approve/stamp the supplies for shipment and also verify the quantity of supplies ready in all respects for shipment.
7. Collect and forward samples for further laboratory testing
8. Report any damage(s) and/or non-optimum aspects observed.
9. Any other inspection requirement

These checks would either be performed by the Inspector or performed by others and witnessed by the Inspector.

The inspection agency will issue a Certificate of Inspection along with an Inspection Report and provide UNICEF with relevant photographs for each consignment, within two (2) working days after each inspection, in order to

Item	Service Description	Quantity	Unit	Unit Price	Price
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prevent delay in supply delivery.

In the event of an abortive inspection, the inspection agency will submit details of non-conformities in relation to PO requirements, with noted deficiencies duly acknowledged (signed and stamped) by the authorised representative of the supplier.

Normal, single sampling plan will be followed as per BIS/ISO 2859.

For Major defects, AQL 1.0 and for Minor defects, AQL 2.5 will be followed unless specified otherwise.
Consignments with critical defects will not be accepted.

In order to make inspections more cost-effective, inspections against different POs must be combined, if the supplier, place and date of inspection are the same.

Should consistently good quality be achieved, UNICEF may, as an incentive, switch to reduced inspection (as per sampling plan ISO 2859-1). Alternatively, should a deterioration in quality be detected, UNICEF may ask for tightened inspection.

Note: Supply & Logistics Section UNICEF Afghanistan will take the final decision to release any consignment for shipment.

TYPE B: During Production Inspection:

The purpose of the during production inspection is primarily to work with the local suppliers /manufacturers to build their capacity in developing a culture of quality assurance in house to ensure that finished products will comply to the expected standard as per the Purchase Orders specifications (quality, packaging and production time) in order to avoid wastage in rejection of supplies, loss of money and time which will impact on timely delivery of quality supplies for Children.

A typical Inspection during Production would include, but not be limited to, the following:

1. Review the Production plan as submitted by the manufacture / supplier, report and compare it to the level of production at the time of inspection
2. Review the quality of items under production and the finished one as compared to UNICEF's approved sample / PO specification.
3. Check the raw material in place to ensure that arrangement have been made to meet the orders placed.
4. Check the origin of the raw material being used to ensure compliance to quality standard and origin. Verification of Quality Control system, adherence to BIS/ISO or domestic standards
5. Report any damage(s) and/or non-optimum aspects observed and advise on remedial action to be taken by the Suppliers or UNICEF.
6. The general information about the manufacturing plant and its capacity to consistently meet UNICEF's requirement of the specified product in quantity, quality and time.
7. The details of skilled, semi-skilled or unskilled workers, including qualification of key staff;
8. Verification of industrial licenses, factory lay-out, working environment, safety, ventilation and pollution control system and non-utilization of child labour.

Item	Service Description	Quantity	Unit	Unit Price	Price
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9. Manufacturing processes, plant and equipment, machinery and the production infrastructure.

The inspection agency will issue a Certificate of Inspection along with an Inspection Report and provide UNICEF with relevant photographs for each consignment, within two (2) working days after each inspection, in order to prevent delay in completing production and undertaking delivery.

TYPE C Works Inspection / Supplier Pre - qualification (Supplier Capacity and Capability):

The purpose of Works Inspection is primarily to assess the manufacturing capacity, capability and available infrastructure of potential suppliers# to meet UNICEF#s stringent quality requirements.

A typical Work#s Inspection would include, but not be limited to, the following:

1. Report any damage(s) and/or non-optimum aspects observed.
2. The general information about the manufacturing plant and its capacity to consistently meet UNICEF#s requirement of the specified product in quantity, quality and time.
3. The details of skilled, semi-skilled or unskilled workers, including qualification of key staff;
4. Verification of industrial licenses, factory lay-out, working environment, safety, ventilation and pollution control system.
5. Manufacturing processes, plant and equipment, machinery and the production infrastructure.
6. Verification of Quality Control system, adherence to BIS/ISO or domestic standards.
7. Laboratory, inspection tools and testing equipment.
8. Previous successful orders and a short list of customers/buyers.
9. Handling and Storage facilities/warehousing of raw materials and semi-finished products.
10. Packing and Shipping departments.
11. Confidential appraisal of a company#s financial standing.
12. Non#employment of Child labour in any area of operation and no connection with production of anti-personnel land mines.
13. No evidence of manufacturing anti-personnel mines

The inspection agency will issue a Certificate of Inspection along with an Inspection Report and provide UNICEF with relevant photographs, within two (2) working days after each inspection.

TYPE D Supervision of loading:

Typical functions include, but are not limited to, the following:

1. Report any damage(s) and/or non-optimum aspects observed.
2. Ensure full compliance to Packaging Instructions

Item	Service Description	Quantity	Unit	Unit Price	Price
3.	Check the general appearance of the packing and/or palletized supplies.				
4.	Verify storage conditions.				
5.	Ensure that the number of packages and shipping marks comply with the contract requirements.				
6.	Witness handling of all loading and unloading operations.				
7.	Check the standard of transport, condition of containers.				
8.	Ensure the stowing, fastening and wedging on all transport is adequate to withstand the conditions likely to be encountered during shipment.				

9. Check all relevant documents.

10. Stamp and Seal, both consignment and container, as required.

The inspection agency will issue a Certificate of Inspection along with loading Inspection Report and provide UNICEF with relevant photographs for each consignment, within two (2) working days after each inspection.

TYPE E Post-Delivery Inspection:

Typical functions include, but are not limited to, the following

1. Confirm that the items received by the consignee are in accordance with the client's purchase order; compared with outcome of pre-delivery inspection.
2. Report all damages observed at the consignee's site, including the extent, nature and cause of damage for future preventive measure;
3. Conduct visual inspection and dimensional check to contract specifications
4. Confirm storage of the items is in accordance with the conditions stipulated by the client or manufacturer.
5. Quality Inspection and field observation on the durability of supplies (to be done only upon request by UNICEF)
6. Issuance of Inspection Note

The inspection agency will issue a Certificate of Inspection along with an Inspection Report and provide UNICEF with relevant photographs for each consignment, within two (2) working days after each inspection.

The cost for Kabul will be based on the professional fee, however for other locations, UNICEF does not provide transport, accommodation, insurance and other logistical support, and the institutions will be responsible for their own office space, equipment and travel arrangements

TYPE F Inspection and Sampling:

Immediately after being notified and upon receipt of UNICEF's Purchase Order, the Contractor is expected to liaise with the manufacturer directly to arrange for the sampling and testing the goods.

(i) Pre # Sampling:

The Inspector shall verify that specifications pertaining to quantity, labelling, packaging materials and markings are as stated in the purchase order and appropriate to the specified mode of transportation and also meet the requirements of the country of destination. It is expected that comments will be made on general manufacturing

Item	Service Description	Quantity	Unit	Unit Price	Price
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practices of the manufacturer related to the following.

Electronic testing

Packing

Finished product warehousing

In-line QC testing and subsequent action

Quality system documentation

Traceability of products/batches

(ii) Sampling:

Batches of products will be sampled according to ISO 2859 or equivalent sample plans.

Samples will be collected, labeled sealed and taken from the factory at the time of inspection and dispatched by courier to a predetermined laboratory.

It is the Contractors responsibility to ensure that the samples reach the designated laboratory safely, intact and within the shortest possible time and conduct the following services.

It is expected that all work will be done with due care and skill and efficiency in conformance with sound professional practices. The inspection agency will issue a Certificate of Inspection along with an Inspection Report and provide UNICEF with relevant photographs for each consignment, within two (2) working days after the result have been released by the laboratory.

QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES:

Company Profile:

Summary of corporate structure and business area

ISO 2859-1 compliant and certified

Corporate directions and experience

Location of regional and local offices and agents world-wide

Number and types of inspectors by profession

Pending lawsuits, if any

The most recent, Audited Financial Statements

Expertise and Experience:

The service provider shall provide a minimum of three (3) references to clients for whom the proposer has carried out similar scope of projects. UNICEF may contact references for feedback.

Name and description of client company/organization

Item	Service Description	Quantity	Unit	Unit Price	Price
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Duration of contract

Types of inspections conducted/services provided
A valid company registration certificate.

CONDITIONS OF WORK:

UNICEF will enter into (a) non-exclusive Long Term Arrangement(s) (#LTA#) for provision of pre-and post-delivery inspection services, as required from time to time during the term of the LTA. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these items, and that purchases will be made only if and when there is an actual requirement. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA(s).

A job order will be issued by UNICEF for Inspection Services in accordance with the terms and conditions of any resulting LTA(s). The job order will be issued via e-mail to the Contractor providing the lowest price in the respective province/city/districts.

The service provider will be paid following the completion of the requested assignment and subsequently a job completion certificate will be issued.

Pre-Post delivery inspection services	1	PU
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SPECIAL NOTES

INSTRUCTIONS TO BIDDERS

1 MARKING AND RETURNING BIDS

1.1 SEALED BIDS/PROPOSALS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID/PROPOSAL NUMBER, and dispatched to arrive at the UNICEF office indicated NO LATER THAN 29 February, 2016 (2 pm local time). Envelopes that are not sealed and clearly marked with the RFP number (2016-9123581), will be rejected and returned.

Invitees are requested to keep their technical proposal sealed and separate from their financial proposal as merged proposals are not acceptable and are subject to disqualification.

Interest firms/service providers located outside Afghanistan may send their bids in sealed envelopes through international carriers (DHL, TNT, FedEx etc.) to UNICEF Afghanistan Country Office, UNOCA Compound, Kabul Jalalabad Road, P.O Box 54 Attn: Mr. Enayatullah Siddiqi (Supply Officer)

Late submissions will not be entertained.

Invitees are kindly requested to provide their quote in United States Dollars only on the attached annex (1) of this request for proposal. No other currencies will be acceptable.

In case if a local service provider is declared the winner of the project, due to the Government of Afghanistan financial rules, the service provider will be paid in Afghani based on the United Nations prevailing exchange rate of that the particular month when the invoice is submitted to UNICEF for payment.

Service providers who are located outside Afghanistan shall be paid in USD if and when confirmed the winner of the project.

1. PRE-BID MEETING

Not Applicable

2. TIME FOR RECEIVING BIDS

2.1 Sealed Bids received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Section will open Bids when the specified time has arrived and no Bid received thereafter will be considered.

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

2.3 Modification by fax of sealed Bids already submitted in a sealed envelope will be considered if received prior to the closing time and date.

3. PUBLIC OPENING OF BID

3.2 Not Applicable.

4. REQUEST FOR INFORMATION

4.1 Any request for information regarding the specifications should be forwarded to mtamini@unicef.org

5. CHANGE OF SPECIFICATIONS

5.1 Wherever items offered which are not exactly in compliance with specifications indicated by UNICEF, or wherever alternatives are offered, it is the Bidder's responsibility to clearly state in the Bid full specifications offered and how these differ from the specifications requested by UNICEF.

6. CORRECTIONS

6.1 Erasures or other corrections in the Bid must be explained and the signature of the Bidder shown alongside.

7. MODIFICATION AND WITHDRAWAL

7.1 All changes to a Bid must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Bid, or state the changes from the original Bid.

7.2 Bids may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

8. VALIDITY OF BIDS

8.1 Bids should be valid for a period of 90 days from the date of bid opening, unless otherwise specified in the Specific Terms and Conditions.

9. DELIVERY PERIOD

9.1 With his bid, the bidder is expected to submit a time-frame programme for completion of services. This information will be taken into account in the Bid adjudication.

10. DISCOUNTS

10.1 Discounts on quantities and/or volume purchased and/or faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the contract.

10.2 Any discounts for any reason other than those mentioned on the Bid Form must be stated on the Bid.

11. QUALITY ASSURANCE

11.1 If the Bidder is already certified, or being certified by any standard organization, this should be clearly indicated in the Bid and a copy of the Certificate attached to the Bid.

12. RIGHTS OF UNICEF

12.1 UNICEF reserves the right to INVALIDATE any Bid for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Bid.

12.2 UNICEF reserves the right to INVALIDATE any Bid received from a Bidder who, in the

opinion of UNICEF, is not in a position to perform the contract.

13. AWARD/ADJUDICATION OF BIDS

13.1 The contract will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time with high technical score, whose goods/services are commercially, technically and quality acceptable, and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the ITB/RFP, provided the Bid is reasonable and it is in the interest of UNICEF to accept it. Bids will be adjudicated on measurement-payment basis.

13.2 UNICEF reserves the right to make multiple arrangements for any services where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery 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 lowest, second lowest and third lowest, etc bid which meets all the requirements.

13.3 In case of an award, Bidders who have not previously received Contracts from UNICEF, may receive an order for a limited quantity until satisfactory performance is established/NOT APPLICABLE

13.4 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable time to inspect the premises that will be used for the production, testing and packaging of the goods, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

14. CATALOGUES / COMPANY PROFILE

14.1 Bidders who have not already done so, are kindly requested to send a copy of their current company profile.

15. ERROR IN BID

15.1 Bidders are expected to examine all Schedules and all Instructions pertaining to the Bid. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

16. TAX EXEMPTION

16.1 UNICEF is exempted from all direct taxes. Quoted price should exclude mentioned taxes (such as Value Added Tax, Nation Building Tax, etc.). All other applicable taxes, duties, levies, licenses are to be for Supplier's account. UNICEF will provide copy of Agreement with Government of Afghanistan confirming mentioned tax exemption status. Please indicate your VAT registration number in your bid.

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.

1. PURPOSE OF THE BID, PRICES AND VALIDITY

1.1 UNICEF seeking service provider(s) who could provide pre/post-delivery inspection of UNICEF supplies.

(a) Provide cost in United States Dollars that will remain valid for a period of 90 days after bid closure.

(b) Successful bidder shall maintain unit rates until the completion of the project.

(C) Advise as to any discounts applicable for payment within a specified period of time.

1.2 Bids should be valid for 90 days from the closing date of bids

1.3 UNICEF standard payment terms are net 30 days after receipt of the formal invoice, approved by UNICEF

Time will be computed from the date of receipt of complete payment documentation at UNICEF Office.

Any other discount must be clearly stated in the bid.

2. CONTRACTUAL PROVISIONS

2.1 Deliveries shall be made as per instructions given in UNICEF's contract. The project shall be delivered in UNICEF, Afghanistan.

Bidders shall indicate estimated time for completion of the full scope of works.

The scope of works shall cover completion of the project as indicated in the terms of reference of this project.

Any possible cost incurrence for properly finished works shall be included in to unit rates.

No claims for supplementary expenditures will be accepted by UNICEF.

Any expenses incurred on such site-visits will not be borne by UNICEF.

2.2 UNICEF will monitor and measure the performance of the successful bidder, in comparison with similar projects implemented by UNICEF.

It is imperative that bidders shall state realistic average minimum timelines and submit a feasible strategy for project implementation.

3. SUBCONTRACTING

3.1 In case the contractor intends to subcontract services, the bidder has to clearly state in his proposal which works or services are concerned. Prior to sub-contracting of services, written UNICEF consent is mandatory.

4. BIDDER REPRESENTATIONS

4.1 The bidder represents and warrants that:

- (a) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.
- (b) It has not and shall not enter into any agreement or arrangements that restrains or restricts UNICEF#s or the ultimate recipient#s rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting Purchase Order.

5. SUPPLIER REGISTRATION AND EVALUATION

Invitees shall fill the attached supplier profile form and submit it along their proposals(s).

6. WARRANTY

6.1 The Bidder is required to give a 6 months defect liability warranty against any defects. (If applicable)

7. LIQUIDATED DAMAGES

7.1 Should the contractor fail to complete the works in accordance with the dates stipulated in the Article 10 of the manual contract, UNICEF shall have the right to deduct from any payment due to the contractor the amount of one tenth of a percent (0.5%) of the contract price per day up to a maximum of ten percent (10%) of the contract price. These liquidated damages shall not relieve the contractor of his obligations or responsibilities that he may have under the contract.

8. GENERAL TERMS AND CONDITIONS

8.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting Contract. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) The contract document,
- (b) The UNICEF General Terms and Conditions;
- (c) The UNICEF specific Terms and Conditions to the contract.
- (d) Annex documents

9. Delivery Date

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

10. 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.

11. 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.

12. 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.

13. 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 should have 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 the 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 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.

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

14. 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 fulfill its commitments with the fullest regard to the interests of UNICEF.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 14, #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.

20. 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.

21. 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.

22. 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.

23. 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.

In case 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.

LONG TERM ARRANGEMENT(S);

1. LONG TERM ARRANGEMENT

1.1 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) ("LTA") for the provision of post/pre delivery inspection services, as required from time to time during the term of the LTA. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these items/services, and that purchases will be made only if and when there is an actual requirement. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA(s).

1.2 The quantities outlined in this bid, are an estimated forecast of the total requirement for the proposed duration of the LTA. The estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNICEF regarding any quantity for future purchases.

1.3 Purchases will be made against service POs to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA(s). Actual quantities to be purchased will vary from Purchase Order to Purchase Order.

2. TERM

2.1 The proposed LTA shall be valid for an initial period of 12 months, with a right of renewal for an additional period of 12 months. Prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for 12 month periods from the commencement of the LTA, provided however that:

(a) The successful bidder shall notify UNICEF in writing 30 days prior to the 12 month expiry, of price maintenance or a proposed price decrease or increase. UNICEF shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful bidder in writing of its decision;

3. PRICES AND DISCOUNTS

3.1 Bidders are requested to:

(a) Provide unit prices in USD, which will remain firm, subject to the right to review as outlined in clause 2. Failure to quote in USD will invalidate the bid;

(b) Advise as to staircase pricing (i.e. varying prices according to services procured) or payment within a specified period of time. Any other discount must be clearly stated in the bid.

3.2 UNICEF standard payment terms are net 30 days after receipt of COMPLETE PAYMENT DOCUMENTATION as specified in the Service Purchase Order. Time will be computed from the date of receipt at UNICEF office of complete payment documentation.

4. DELIVERY

4.1 Deliveries of services shall be made as per instructions in UNICEF's Purchase Orders, as issued in accordance with the provisions of the LTA. Bidders shall indicate the guaranteed minimum lead time for delivery of services.

4.2 Bidders are requested to note that UNICEF will monitor and measure the performance of the successful bidder, in comparison with guaranteed minimum lead time indicated in this bid. Accordingly, it is imperative that bidders must state realistic guaranteed minimum service delivery time.

5. BIDDER REPRESENTATIONS

5.1 The bidder represents and warrants that:

- (a) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.
- (b) It has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF's or the ultimate recipient's rights to use, sell, dispose of or otherwise deal with any service that may be acquired under any resulting Service Purchase Order.

6. LIQUIDATED DAMAGES

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

7. GENERAL TERMS AND CONDITIONS

7.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting Purchase Orders. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) The UNICEF General Terms and Conditions;
- (b) The Service Purchase Order.

8. INDEMNIFICATION

8.1 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 actions 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.

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.

ANNEX (1)

Financial Offer Form – Price Schedule
(Please quote in United States Dollars (\$) only)

Location	Type A Pre-Delivery Inspection (Rate Man-Day)	Type B During Production Inspection (Rate Man-Day)	Type C Works Inspection (Rate Man-Day)	Type D Supervision of Loading (Rate Man- Day)	Type E Post-Delivery Inspection (Rate Man-Day)	Type F Inspection and Sampling (Rate Man-Day)	Return Trip Transport (Kabul to Location)	Per Diem per Person per Day
Kabul								
Mazar								
Jalalabad								
Herat								
Kandahar								

Note: The per diem cost shall cover any lodging, accommodation and (within city) transportation costs. For inspections done outside Kabul, UNICEF will not be responsible for making any travel arrangements or provide accommodation, nor will UNICEF accept any liability in this regard.

The above rates are exclusive of any types Quality Test. Quality test will be charged separately according to lab's actual charges plus courier charges.

Evaluation Criteria

After opening of proposal each proposal will be assessed on its technical merits and subsequently on its price. The proposal with the best overall composed of technical merit and price will be recommended for award of contract. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF contract Review Committee. The evaluation panel will first evaluate each response in compliance with the requirements of this RFP. Responses deemed not meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of terms and conditions contained in the RFP, including provision of all required information may result in a response or proposal being disqualified from further consideration. The proposal will be evaluation against the followings;

TECHNICAL CRITERIA	POINTS TO CONSIDER	MAX POINTS
Overall Response	<ul style="list-style-type: none"> Completeness of response Overall concord between TOR/needs and proposal 	2 5
Company profile	<ul style="list-style-type: none"> Profile of company and experience on similar projects Client references/Previous UNICEF/other UN agencies contracts and duration 	15 8
Key Personnel	<ul style="list-style-type: none"> Range and depth of experience of in South Asia region - inspection staff (shall include cv's of the personnel involved/proposed to UNICEF Afghanistan). 	20
Proposed Methodology and Approach	<ul style="list-style-type: none"> Geographical coverage in Afghanistan (facilities, offices, laboratories, personnel) Proposed methodology of working with UNICEF including: reporting and performance indicators Proof of inspections done against ISO Certification (ISO 2859-1) 	20
Sub-total score		70
Financial		30
Total score		100

Proposal (s) scoring 70 % or more following Proposal Evaluation will be listed and included for review of Analysis and Evaluation on The Financial Offer.

3 Phases Evaluation:

1. Minimum Criteria: ISO Certification (ISO 2859-1) – Companies failing to provide proof of ISO certificate will not be further considered.
2. Technical Proposal Evaluation: Proposal (s) scoring 70 % or more following Proposal Evaluation will be listed and included for review of Analysis and Evaluation on the Financial Offer.
3. Financial (Commercial) Evaluation of the financial proposals: The total amount of points allocated for the price component is [30]. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price.

Price Proposal

The total amount of points allocated for the price component is [30]. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

$$\text{Score for "Price proposal X"} = \frac{\text{Max. score for price proposal (e.g 30) * Price of lowest priced proposal}}{\text{"Price of proposal X"}}$$

Total Technical and Price

100 Points

SUPPLIER PROFILE FORM

All pages to be completed by Supplier and submitted to UNICEF.

It should be understood that falsified or misleading information could result in disqualification of the company as a registered potential supplier for UNICEF

Requested information is for UNICEF's internal use only and will be treated as confidential.

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.

UNICEF reserves the right to terminate any contract unconditionally and without liability in the event that the supplier is discovered to be in non-compliance with the national labour laws and regulations with respect to child employment.

The supplier guarantees that neither the supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the supplier's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines (taken in its broader definition). The supplier recognises that a breach of this provision will entitle UNICEF to terminate its contract with the supplier.

I, representing the Company, acknowledge and ensure the Company's compliance with the above statements:

Name and Title: _____

Signature: _____

Date: _____

Company name: _____

(Please TYPE or PRINT)(attach additional pages if space in columns is not enough - but information must be provided in the following sequence for all columns) :

General Information (if available please provide all documentation with English translation)

1 Name of Company :

1.1 Full address: _____

Street _____

Postal code _____ City: _____

State/County/Region _____

Country _____

P.O.Box _____ City: _____ Postal code: _____

1.2 Tel (incl. country code): _____

1.3 Fax/Telex (incl. country code): _____

1.4 Email address: _____

1.5 Website: _____

1.6 Contact person authorised to deal on your behalf:

Name Title Email address Direct Telephone number

1.7 Year established: _____ **1.8 No. of full-time employees :** _____

1.9 Legal registration of the company – Please provide documentation of legal registration.

1.10 Name change -- Please provide documentation of name change, if applicable.

1.11 Type of organization (one X only)

State Enterprise: Private Company: Other (Please specify):

1.12 Activity category, mark X where applicable percentage business to annual sales

Manufacturer: -----

Consultant: -----

Trading company: -----

Forwarder: -----

Authorised agent: -----

Other (please specify): -----

Total of the above 100 %

1.13 If Agent/Trading House, do you hold sole/exclusive rights/license? Y / N

(If yes please state name and address of Principals and attach documentation):

1.14 If USA-based dealer, are you a "GSA" dealer? Y / N (If Yes, please attach certificate)

1.15 Number of years with export sales: _____

2 Parent Company (if applicable) : _____

2.1 Address : _____

2.2 Legal relationship of the parent company to the company

2.3. Year established: _____ **2.4. No. of full-time employees :** _____

2.5 Website: _____

Financial Information

3. Audited Financial Statements or Annual Report:

Financial statements are to be submitted if your company is to either:

- a) Do business with UNICEF to exceed _____ annually, or
- b) Would like to be considered for an LTA (long-term arrangement) award(s).

Alternatively, if there is a website, with the information, this can be stated:

_____ The statements are to include - balance sheet, income statements and notes thereto, with **English** translation.

The financial statements should be for the company itself, as well as the parent company, if applicable.

3.1 Authorised to discuss financial issues:

Name Title Email address Telephone number

Activities

4. Previous export contracts (during the last 2 years) with United Nations/International, Governmental or Non-Governmental Organizations/Private Companies, for below products/services:

(provide references):

Contract: Date Value Product Destination Organization Name/address.
ref. no.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

4.1 What percentage of the company's annual sales are for export markets
_____?

4.2 Products/services offered:

Please tick off the material group your product/products fall under. To get a detailed listing of specific products within the groups, visit the UNICEF Internet site).

Medicines	Medical equipment	Medical supplies	Medical consumables	Medical services
Food	Food supplements	Food services	Food packaging	Food distribution
Water	Water supply	Water treatment	Water distribution	Water services
Sanitation	Sanitation services	Sanitation equipment	Sanitation supplies	Sanitation consumables
Health services	Health services	Health services	Health services	Health services
Other	Other	Other	Other	Other

4.3 Storage/warehousing capacity (In square meters if applicable): _____

4.4 Size of production plant(s) (In square meters if applicable): _____

4.5 Local representation: (Please attach list of countries where your local representative will provide warranty services on products/services purchased from you - provide complete addresses (of your subsidiaries/agents)

Other Information

5. Approved Standards (ISO, FDA, GMP, etc):

(Certificates of approval to be attached)

5.1 Does your company have a statement on quality policy?
(Circle as applicable) Y / N if yes, kindly attach a copy.

5.2 Which of the following does your company implement: (circle as applicable)

Raw material control Y / N Sub-component control Y / N

Process control Y / N Final/pre-delivery control Y / N

5.3 Authorised contact person regarding Quality control:

Name: _____

Title: _____

Telephone: _____

Email: _____

5.4 Membership of National / International Associations?

(Circle as applicable) Y / N (if yes, please enclose list of names)

5.5 Does your company have social accountability policy?

(circle as applicable) Y / N (if yes, please provide copy of relevant document)

5.6 Does your company have a documented environmental policy?

(circle as applicable) Y / N (if yes, please attach a copy of relevant document)

I hereby certify that the information provided above and in all the annexures is correct and that no person in any connection with this establishment, as a supplier for providing material, supplies or services, or as a principal or employee, is employed by UNICEF, or barred by UNICEF.

I also understand that falsified or misleading information could result in disqualification of the company as a registered potential vendor for UNICEF.

Name: _____ Date: _____

Title: _____ Signature: _____

UNICEF Supplier / Contractor Profile Form Annex A: Previous Contracts

(Please attach a copy of the Contract and Completion Certificate of the Project - three highest in contract value - completed by your company.)

Starting (Month / Year)	Completed (Month / Year)	Project Title / Kind of Supplies / Services	Total Value (USD \$)	Client	Contact Copy Attached	Completion Certificate Copy Attached
1					Yes / No	Yes / No
2					Yes / No	Yes / No
3					Yes / No	Yes / No
4					Yes / No	Yes / No
5					Yes / No	Yes / No
6					Yes / No	Yes / No
7					Yes / No	Yes / No
8					Yes / No	Yes / No
9					Yes / No	Yes / No
10					Yes / No	Yes / No
11					Yes / No	Yes / No
12					Yes / No	Yes / No
13					Yes / No	Yes / No
14					Yes / No	Yes / No
15					Yes / No	Yes / No

Company Name: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Company Stamp: _____

UNICEF Supplier / Contractor Profile Form Annex B: Staff

	Name	Title	Experience (Years)	Working with Company Since: (Month/Year)	Qualification / Skill	Full Time / Consultant / Part-Time / Others
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

- Title Example: Director, Manager, Administrator, Lawyer, Accountant, Civil Engineer, Electrical Engineer, Mechanical Engineer, Computer Programmer, Computer Operator, Office Clerk, Site Supervisor, Storekeeper, Secretary, Receptionist, Driver, Guard etc.
- Please add page(s), if number of staff exceeds 15.

Company Name: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Company Stamp: _____

UNICEF Supplier / Contractor Profile Form Annex C: Property / Asset

I. Real Estate

	Type of Property / Asset	Year Built	Own / Rent	Ownership document available (if yes, attach a copy)	Location (Governorate)
1			Own / Rent	Yes / No	
2			Own / Rent	Yes / No	
3			Own / Rent	Yes / No	
4			Own / Rent	Yes / No	
5			Own / Rent	Yes / No	
6			Own / Rent	Yes / No	
7			Own / Rent	Yes / No	
8			Own / Rent	Yes / No	
9			Own / Rent	Yes / No	
10			Own / Rent	Yes / No	

-Type of Property/Asset Example: Office Building, Branch, Warehouse, Factory (specify, e.g. block factory), Workshop (specify, e.g. carpentry, blacksmith), Shop (specify, e.g. bookshop) etc.

II. Equipment

	Description (Type / Make / Model)	Year Built	Own / Rent	Ownership document available (if yes, attach a copy)	Registration No.
1			Own / Rent	Yes / No	
2			Own / Rent	Yes / No	
3			Own / Rent	Yes / No	
4			Own / Rent	Yes / No	
5			Own / Rent	Yes / No	
6			Own / Rent	Yes / No	
7			Own / Rent	Yes / No	
8			Own / Rent	Yes / No	
9			Own / Rent	Yes / No	
10			Own / Rent	Yes / No	

-Type of Equipment Example: Tipper Truck, Cargo (flatbed) Truck, Tanker Truck (specify capacity and Fuel or Water), Light Vehicle (e.g. 4WD), Cement Mixer, Grader, Compactor, Bulldozer, Shovel Car, Excavator, Crane (specify capacity), Forklift (specify the capacity), Drilling Rig, Compressor, Tractor, Dumper, Generator (specify KVA) etc.

Company Name: _____ Signature: _____

Name: _____ Date: _____

Title: _____ Company Stamp: _____

