
REQUEST FOR PROPOSAL FOR SERVICES**LRPS-2016-9124593****06 April 2016****UNITED NATIONS CHILDREN'S FUND (UNICEF)****Wishes to invite you to submit a proposal for**

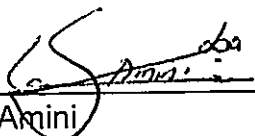
Strengthening Community-Based Nutrition programme with a focus on IYCF/MNP/SBCC within the Integrated Management of Acute Malnutrition continuum through multi-sectorial approach in Afghanistan.

Issuance Date: 06 April, 2016

Closing/Opening Date: 05 May, 2016 at 2 pm local time

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



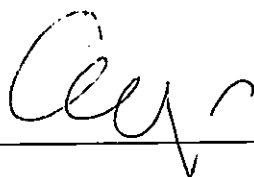
Date: 06/04/2016

Mohammad Tamim Amini

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

Email : mtamini@unicef.org

Approved By:



Date: 06/04/16

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-2016-9124593** 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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20 Research/Study on Community-Based Nut.

Title:
Strengthening Community-Based Nutrition programme with a focus on IYCF/MNP/SBCC within the Integrated Management of Acute Malnutrition continuum through multi-sectorial approach in Afghanistan.

Duty Station:
Kabul
Supervisor:
Chief Nutrition

Duration:
24 Months

Days of Remote Work:
10 months

Days in Kabul
14 months

Locations to be visited:

Kabul & Some of the provinces

BACKGROUND

Majority of children in Afghanistan will not get to reach their full potential if opportunity and investment are not explored and executed to improve nutrition as malnutrition among children under-five remain high. Stunting rates of 41% imply that 4 in every 10 children are most likely already have irreversible physical, mental, and social development damage that will reduce school achievement, lower economic productivity and poorer maternal reproductive outcomes in adulthood. In addition, 1 in every 4 children (24.6%) is underweight and 9.5% of the children are wasted putting them at greater risk of diseases and death. Afghanistan also faces a huge challenge of persistent high levels of micronutrient deficiency-iron, iodine, zinc and vitamin A. It is estimated that half of the burden of anemia in women is due to iron deficiency.

The main driver of widespread malnutrition among children in Afghanistan is sub-optimal IYCF and care practices that is influenced by a number of multi-faceted underlying factors such as social and cultural beliefs and norms, food insecurity, poor household environment, poor health and health care services. While 70% of Afghan mothers initiate breastfeeding early, the rate of exclusive breastfeeding of children 0-6 months remain low (58%). Inadequate diets that lack diversity and poor in micronutrient quality are principal concerns as only 12% of children aged 6-23 months receive the minimum acceptable diet. One of the main problems is the lack of sufficient variety of foods being introduced into the children diet. The situation is exacerbated with long years of humanitarian crises, hazards and threats such as erratic climatic conditions. In terms of WASH only 40% of the population reported to having improved sanitation facilities and only 45% households had soap available at hand washing place. The health system in Afghanistan is under-resourced and are reliant on external aid to maintain service delivery. The community systems are therefore faced with the challenge of coping with the growing demand for care and dwindling resources. Under these circumstances children are the most vulnerable. If sustainable achievements in child survival, growth and development are to be attained in Afghanistan, quality and appropriate IYCF programming focusing on the 1,000 days within the existing nutrition programs like IMAM in normal times and during emergencies need to be strengthened.

There has been considerable investment in nutrition programme in Afghanistan, however, there are significant issues still to be tackled in terms of perception change and nutrition programme support. Currently nutrition is still viewed from very narrow, health sector-specific perspectives with health facility as the main delivery platform. For instant, the nutrition services in Afghanistan is delivered mainly through the NGOs contracted to deliver Basic Package for Health Services (BPHS) and the essential package for hospital services (EPHS). Most of the 31 BPHS implementers covering about 873 health facilities provide mainly health facility based nutrition services such as

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treatment of acute malnutrition, with minimal IYCF and community-based programmes. Although health facility is one of the delivery platforms for nutrition interventions a large proportion of population still has no access to health services and quality of care remains a challenge. For example access to care for delivery still represents a very considerable challenge for the majority of women, with two-thirds of births taking place at home. The few that do deliver at the health facility receive very minimal support for IYCF partly because there is no adequate time for postpartum care and counselling (2- 4 hours) after delivery and inadequate skills on IYCF counselling.

To bridge this gap, a well-functioning community-based nutrition programme is needed to provide a robust delivery platform for sustainable high impact nutrition interventions. In Afghanistan, community-based nutrition support are have mainly been implemented through the Community-Based Health Care (CBHC) which is a cornerstone of the BPHS. The most important work force of CBHC are the CHW who are supported and supervised by Community Health Supervisors (CHSs).

Although provision of nutrition services such as screening, IYCF counselling, referrals and follow-up is part of their scope of work, the CHW are faced with challenges to provide nutrition services. CHWs lack counselling skills and since services are not linked to incentives and therefore, it is difficult to sustain their morale and motivation. Moreover, the community-based programs tend to be NGO-led and therefore, not only resource intensive and inadequate but also unsustainable.

The long established BPHS and EPHS will continue to be the main tools to ensure standard and harmonized delivery if basic health and nutrition services, however, nutrition programme that is health-oriented and NGO-facilitated is limited in scope, coverage as well as impact. A child that fails to grow properly is a marker of poor development and has been let down by a potentially large set of actors and sectors. There is a bigger role to enhance the convergence with the other sectors to address nutrition-sensitive approaches that address the underlying determinants of malnutrition in non-nutrition sectors (health; WASH; social protection; food security and agriculture and early childhood development (ECD) to have a significant impact in reducing child stunting and promoting sustainable development.

In this context, comprehensive community-based nutrition programme with substantial benefits in Afghanistan will require accelerating scale up of programmatic priorities which encompass Strengthening IYCF/MNP/SBCC within the IMAM continuum in a sensible #action-orientated# way in order to expand coverage to multi-platforms and community members using existing structures.

Adaptation of community-based approaches - and complementary tools/techniques that have been used to generate focused motivation for communities to take charge of their own development. This include Golden village approach using inspirational and transformational approaches (appreciative inquiry) to enhance capacity in community functionaries (health promoters, CHW, education social mobilisers, CPAN facilitators) to engage communities in taking ownership of their own health and nutrition, education and protection. Nutrition Education and Rehabilitation Sessions (NERS) which has been effective has been demonstrated in a few provinces such as Jowzjan. All young children in the community participate in GMP and caregivers of identified malnourished children are invited to participate in NERS for a duration of 12 days conducted by CHW

Framework for multi-sectoral nutrition-sensitive actions complemented by nutrition education and counseling using nutrition-specific package into non-nutrition sectors as delivery platform.

With this background, UNICEF seeks to hire a consultancy through open competition bidding process to support strengthening community-Based Nutrition programme with a focus on IYCF/MNP/SBCC within the IMAM continuum through multi-sectorial approach in Afghanistan. The consultant will work closely with department of public nutrition and a national institution to ensure capacity building and sustainability.

OBJECTIVE:

The long-term goal is to stop stunting in Afghanistan. The aim is to reduce rates of stunting from 41% to 36% in children under five by 2020 with special focus on children aged 0 - 24 months.

Specific Objectives:

Item	Service Description	Quantity	Unit	Unit Price	Price
	Review and develop a standardized community based nutrition package consisting of guidelines, SOP, training materials, job aids and performance monitoring framework etc				
	Increased knowledge and skills on practices to promote adoption of optimal IYCF and care practices at household level within IMAM continuum				
	Increased knowledge and skills on practices to promote use of MNP for home fortification of complementary foods at household level within IMAM continuum				
	Build capacity of frontline workers to use acquired skills on appreciative inquiry and SBCC to mobilize, train and supervise community support networks (Community Leaders, religious leaders, shuras, FHAGs, CPAN, care groups etc.).				
	Mobilize local communities support networks to take nutrition action; where possible provide minimum support (materials, job aid, incentives etc) to trigger action (community growth monitoring, counselling and education sessions, hygiene promotion).				
	Establish a system to monitor the coverage and trends of community growth monitoring, with involvement of caregivers at the first level, and of leadership at all levels as well as understand child growth and take corrective action to address the poor growth.				
	Strengthen linkages between nutrition and non-nutrition sectors (health, social protection, WASH and agriculture) at national, Provincial and community level for nutrition-sensitive actions.				
	Strengthen knowledge management by documenting process, outcomes lesson learning and sharing to improve the district roll out and community approaches across the country.				
	Capacity building of the government of Afghanistan to plan, execute and scale up efficient and evidence-based multi-sectorial community-based nutrition programme with a focus on IYCF/MNP/SBCC within IMAM continuum.				
	SCOPE OF WORK, ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE:				
	Scope of Work				
	Phase 1: (5 months)				
	Provide a comprehensive review of existing materials such as the facility-based nutrition SOP, national nutrition communication strategy and other existing guidelines, training materials and job aids				
	Develop a detailed field/programmatic visit work plan outlining methodology to be applied to garner lessons learnt and mapping of the existing community-based nutrition programmes and approaches # Golden village, NERS, PD-Hearth and programs such as IMAM to inform integration and effective process of implementation in Afghanistan that could be adopted.				
	Conduct field and programmatic visits to identify promising practices and lessons learnt to inform practical, evidence-based comprehensive community nutrition package within the IMAM continuum.				
	Work with stakeholders to review and harmonise a comprehensive community-based nutrition package - SOP, guidelines, training materials, job aids and PMF within the IMAM continuum package.				
	Finalisation of the package and translation to Dari and Pashto.				
	Support Knowledge management (KM) and documentation on harmonizing and standardizing the comprehensive community-Based Nutrition package with a focus on IYCF/MNP/SBCC within the IMAM continuum through multi-sectorial approach. Emphasis will be on documentation of lessons learnt and best practices throughout the process for wide dissemination and use.				

Item	Service Description	Quantity	Unit	Unit Price	Price
	Phase 2: (4 months)				
	Support the national institution and government at central, provincial and district level to build capacity on the roll out of the community-based nutrition programme with a focus on IYCF and MNP within the IMAM continuum using the comprehensive package. The intention, is capacity building and supporting existing structures so that they can assess, analyse, plan, implement and manage(progress reports, updates, performance reviews) nutrition and nutrition related development issues.				
	Support KM/documentation on capacity building process such as training models that works-training materials and tools for effective supportive supervision for roll out of the comprehensive community based nutrition package using multi-sectoral approaches. Emphasis will be on documenting of lessons learnt and best practices throughout the process for wide dissemination and use.				
	Phase 3: (12 months)				
	Support the entire process of rolling out comprehensive community-Based Nutrition package with a focus on IYCF/MNP/SBCC within the IMAM continuum through multi-sectorial approach in including supportive supervision and mentoring of the local consultancy firm which will jointly support roll out of the strategy at the field level. UNICEF will support initial phase of roll out- full district coverage in two provinces, to set up models for scale up/expansion through testing and refinement of community approaches within and across districts with at least three sectors				
	Health sector - integrating with RMNCH and CBHC/health promotion integrated with golden village implemented jointly with C4D section				
	Social protection- with cash transfer implemented jointly with social policy section.				
	WASH # integrating with CLTS, community dialogue				
	Support KM and documentation on roll-out of Community-Based Nutrition programme with a focus on IYCF/MNP/SBCC within the IMAM continuum through multi-sectorial approach. Emphasis will be on documentation of lessons learnt and best practices for wide dissemination and use. Efforts will be made to support developing community based nutrition information system supporting the use of the information collected for corrective action.				
	Phase 4: (3 months)				
	Support KM and documentation on strengthening Community-Based Nutrition programme with a focus on IYCF/MNP/SBCC within the IMAM continuum through multi-sectorial approach through review and streamlining phase 1-3 documentation with emphasis on lessons learnt and best practices.				
	DELIVERABLES:				
	Inception (within two weeks)				
	Existing nutrition materials reviewed and an inception report outlining a detailed consultancy work plan including field/programmatic visits				
	Payment:				
	10%				
	Phase 1 Deliverable (4 months)				
	Field work and programmatic visits completed, stakeholder consultative meeting convened and report submitted				

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highlighting priority areas/adaptation process of existing models to community-based nutrition programme in Afghanistan.

Harmonized A comprehensive community-based nutrition (IYCF/MNP/SBCC within IMAM continuum) package - SOP, guidelines, training materials, job aids and PMF etc- key stakeholders shared/reviewed finalized (English version) with Costed implementation plans (capacity building/roll-out), budget and PMF for the community-based nutrition (IYCF/MNP/SBCC within IMAM continuum) programme

Payment:

20%

Phase 2 Deliverables: (4 months)

Capacity for the local institution and government (National, Provincial, district) to roll out community-based nutrition (IYCF/MNP/SBCC within IMAM continuum) programme using the harmonized comprehensive package # evidence of ability to assess, analyses, plan, implement and manage (progress reports, updates, performance reviews) nutrition and nutrition related development issues.

Payment:

20%

Phase 3 Deliverables: (12 months)

Community-based nutrition programme rolled-out - 2 provinces to set models for scale up through testing and refinement of community approaches, within and across districts with at least three sectors supported and documented.

Health sector - integrating with RMNCH and CBHC/health promotion integrated with golden village implemented jointly with C4D section

Social protection- with cash transfer implemented jointly with social policy section

WASH # integrating with CLTS and community dialogue

Payment:

20%

Phase 4 Deliverables: (3 months)

Phase 1-3 streamlined with emphasis on lessons learnt and best practices. The document will contain the following but not limited to - Executive summary, Background, Methodology, articulation of key steps in the process of development of the package, capacity building and roll-out in priority Provinces and Districts, key challenges and solutions, lessons learnt and best practices, strategic actions and plans for scale up - key strategic actions at national level, key strategic actions for at provincial, district and community level, conclusion and recommendations, Annexes.

Payment:

20 %

Final documents (within two weeks)

Electronic word & PDF: 1) documentations 2) consultancy report

Payment:

10%

QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES:

Experiences in developing and implementation of nutrition strategy especially IYCF in the past for other countries and must provide evidence of recent work in similar area.

Institutions will be required to provide individuals CVs demonstrating high caliber professionals with required skills,

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knowledge and experience must be demonstrated.

Excellent communication, advocacy and negotiation skills

Excellent skills in designing research protocols, managing data, analyzing data and writing reports

At least 10 years of work experience in the similar field or in public nutrition

Have experience and knowledge on project management and leadership

Ability and willingness to travel to Afghanistan when required

CONDITIONS OF WORK

Consortium bidding is allowed however, it is important that any consortium clearly demonstrate ability to meet the full TOR and identify clearly the lead/managing partner with which UNICEF will contract. All consortium partners must be clearly specified in the proposal with their roles and cost reflected in the financial proposal.

Consultant need to be aware of the current security situation and put in place appropriate measures

Research/Study on Community-Based Nut.

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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 05 May, 2016 at 2pm local time. Envelopes that are not sealed and clearly marked with the RFP number 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.

Late submissions will not be entertained.

Companies located outside Afghanistan may send their proposal through international courier(s) to;

UNICEF Afghanistan Country Office
UNOCA Compound, Paktya Kott,
Kabul Jalalabad Road, Kabul, Afghanistan
P.O Box 54

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

A soft copy of Annex (1) i.e. Financial Offer Form can be shared upon request.

Interest service providers located outside Afghanistan shall also quote in the local currency of Afghanis however the payment will be made in USD based on the UN prevailing exchange rate of April, 2016.

Note: The payment to local firms will be carried out in Afghanis only.

Not quoting in Afghanis will subject to disqualification.

1. PRE-BID MEETING

A pre-bid meeting is set for Monday 11 April, 2016 at 1630 HRS local time (i.e. 1200 HRS GMT).

Interested invitees are kindly requested to provide their respective skype # IDs in writing to mtamini@unicef.org. Those of the invitees who are located in Kabul and intend to participate in the pre-bid meeting, may submit their arrival by email to mtamini@unicef.org. Please submit your arrival information/Skype IDs no later than 10 April, 2016 (1100 HRS GMT).

The arrival information entails:

- (a) Participant#s Full Name:
- (b) Participant#s Nationality:
- (c) Participant#s Tazkera/Passport No.: (original passport/tazkera to be available upon entry into UNOCA Compound)

- (d) Driver#s Full Name (Optional)
- (e) Driver#s Nationality (Optional)
- (f) Driver#s Tazkera/Passport No. (Original passport/tazkera to be available upon entry into UNOCA parking lot)
- (g) Vehicle#s Make/Model:
- (h) Vehicle#s Color:
- (i) Vehicle#s Plate No:

Those who are unable to attend the pre-bid meeting may send their queries in writing to mtamini@unicef.org by 11 April, 2016 (0430 HRS GMT).

Late submissions will not be responded.

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 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 services on strengthening community-based nutrition programme with a focus on IYCF/MNP/SBCC with the integrated management of acute malnutrition continuum through multi-sectorial approach in Afghanistan.

(a) Provide cost in Afghani 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

UNICEF is part of the United Nations Global Marketplace (UNGM) (previously the UN Common Supplier Database.)

Accordingly, all bidders must apply to become a UNICEF supplier and this must be done by contacting UNICEF Supply section in Kabul for prequalification and registration purposes. Following this application a determination will be made as to whether the application will be accepted. The determination is based on relevance of the products to UNICEF, together with a financial assessment. Application can be done through the Form #Company Profile#, attached to this RFP.

Simultaneously with application to Supply section, and unless this information has already been provided to UNICEF within the previous 12 months, bidders shall submit their most recent

Audited Financial Statement and Quality System Certificate to the UNICEF Supply section, Kabul. This information will be used by UNICEF for evaluation and approval purposes before making an award. It is in the interest of the Bidders to provide information as complete as possible, as awards will only be made to suppliers who meet UNICEF's supplier selection criteria.

6. WARRANTY

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

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.

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.

Evaluation Criteria (LRPS 9124593)

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	Scores
Overall Response	<ul style="list-style-type: none">Completeness of response (5 points)Overall concord between TOR requirements and proposal (5 points)	10
Company profile	<ul style="list-style-type: none">Profile of company (establishment, facilities, personnel, financial capacity) (5points)Experience in similar projects i.e. development/ adaptation of community-based nutrition programmes with specific focus to IYCF with a strong Communication for Development approaches-community mobilization etc must provide evidence of recent work in similar area (15 points)	20
Key Personnel	<ul style="list-style-type: none">Range and depth of experience of proposed staff with similar projects. Key personnel that will work on this assignment should include their cv's and detail of relevant experience and qualifications - high caliber professionals with required skills, knowledge and experience must be demonstrated (15 points)	15
Proposed Methodology and Approach	<ul style="list-style-type: none">Relevance and quality of proposed methodology (10 points)Project management (work plan & timelines), monitoring and quality assurance process (10 points)Innovation approach (5 points)	25
TECHNICAL CRITERIA	Total POINTS	70
FINANCIAL CRITERIA	Competitiveness of quotations: Total POINTS	30
TOTAL SCORE		100

The evaluation procedure will focus on both technical and financial suitability. The weights of 70% and 30% shall be applied for technical and financial compliance respectively.

Only firms scoring at least 70% (49/70) of the maximum score during technical evaluation will be considered for financial evaluation.

Content of Technical Proposal

In order to ensure a relevant evaluation of proposals, **Technical Proposals** to include, at a minimum:

1. Introductory Note
2. Company profile and legal status. Submission of financial information (such as recent set of audited financial statements) would be welcome
3. List of similar projects delivered, including detailed description of achievements/outcomes
4. Customer references
5. Proposed timeline/workplan for each of the phases of the assignment
6. Proposed methodology for each of the phases of the assignment

Annex must contain Team of consultants proposed to carry out the assignment, including CVs with qualifications and expertise in similar project

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

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

(Annex 1) Financial Offer Form - Cost Schedule (in Afghani)

Phase 1	Professional cost					Travel to Kabul (only applicable for organisations with key staff located outside of Kabul)						Travel to field locations					Cost related to production of materials	Materials for workshops and trainings	Other costs	
	profile (level of expertise) specify	organisation (if consortium)	Daily rate	number of days	total	cost per person	number of people proposed	Subtotal A DSA	Number of days proposed	Subtotal B (A+B)	Travel to Kabul (A+B)	cost per person	number of people proposed	Subtotal A DSA	Number of days proposed	Subtotal B (A+B)				Travel to field (A+B)
Phase 2																				
Phase 3																				
Phase 4																				
Phase 5																				

Payment Schedule Summary		Price in Afghani
Inception (within two weeks)		
Existing nutrition materials reviewed and an inception report outlining a detailed consultancy work plan including field/programmatic visits		
Phase 1 Deliverable (6 months)		
1. Field work and programme visits completed, stakeholder consultative meeting convened and report submitted highlighting priority areas/adaptation process of existing models to community-based nutrition programme in Afghanistan.		
2. Harmonized A comprehensive community-based nutrition (CYFMANPISBCC within IMAM continuum) package - SOP, guidelines, training materials, job aids and PIAP etc. key stakeholders shared/reviewed finalized (English version) with Costed Implementation plans (capacity building/roll-out), budget and PIAP for the community-based nutrition (CYFMANPISBCC within IMAM continuum) programme		
Phase 2 Deliverable (4 months)		
Capacity for the local institution and government (National, Provincial, district) to roll out community-based nutrition (CYFMANPISBCC within IMAM continuum) programme using the harmonized comprehensive package - evidence of ability to assess, analyse, plan, implement and manage (progress reports, updates, performance reviews) nutrition and nutrition related development issues		
Phase 3 Deliverable (12 months)		
1. Community-based nutrition programme roll-out - 2 provinces to set models for scale up through testing and refinement of community approaches, within and across districts with at least three sectors supported and documented		
2. Health sector - integrating with RMNCH and CBH/Health promotion integrated with golden village implemented jointly with C4D section.		
3. Social protection - with cash transfer implemented jointly with social policy section.		
4. WASH - integrating with CLTS and community dialogue		
Phase 4 Deliverable (3 months)		
Phase 1-3 streamlined with emphasis on lessons learnt and best practices. The document will contain the following but not limited to - Executive summary, Background, Methodology, articulation of key steps in the process of development of the package, capacity building and roll-out in priority Provinces and Districts, key challenges and solutions, lessons learnt and best practices, strategic actions and plans for scale up - key strategic actions at national level, key strategic actions for at provincial, district and community level, conclusion and recommendations.		
Final documents (within two weeks) Electronic word & PDF: 1) documentations 2) consultancy report		
Total Value in Afghani:		

Notes
Venue hire and meeting translation services will be provided by UNICEF using existing service providers

Travel arrangements are to be made by the service provider entity UNICEF will accept no cost or liability in regards of any travel undertaken either in the preparation of bidding documents nor in the execution of this project

