REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9155535

15 January 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Long Term Arrangements for Services (LTAS) to support UNICEF's work in the area of C4D and Communications in categories:
1a. Copywriting
1b. Editing
2. Designing
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: Oksana Kirova
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: okirova@unicef.org

Approved By: Valeria Markova

Date: 15.01.20
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-2020-9155535 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_____

RENDEZ-VOUS POUR PROPOSITION DE SERVICES FORMULIRE

Ce FORM doit être complété, signé et retourné à l'UNICEF. La proposition doit être faite de manière conforme aux instructions contenues dans ce Renseignement pour Propostion de Services (RFPS).

TERMES ET CONDITIONS DU CONTRAT D'ENTREPRISE
Tout Contrat résultant de ce RFPS contiendra les Conditions Générales UNICEF pour les Contrats Institutionnels et Corporatifs et tout autre Termes et Conditions Spécifiques mentionnés dans ce RFPS.

INFORMATION
Toute demande d'information concernant ce RFPS doit être transmise par e-mail à la personne qui a préparé ce document, avec référence spécifique au RFPS numéro.

La Signataire, ayant lu les Conditions et Termes du RFPS No. LRPS-2020-9155535 inscrit dans le document joint, se prête à exécuter les services spécifiés dans ce document.

Signature: ________________________________

Date: ________________________________

Nom et Titre: ________________________________

Compagnie: ________________________________

Adresse Postale: ________________________________

Tel No: ________________________________

Fax No: ________________________________

Adresse E-mail: ________________________________

Monnaie de la Proposition: ________________________________

Validité de la Proposition: ________________________________

Veuillez indiquer quelles des conditions de paiement suivantes sont proposées par vous:

10 Jours 3.0%_____ 15 Jours 2.5%_____ 20 Jours 2.0%_____ 30 Jours Net_____ Autre_____
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SPECIAL NOTES

The purpose of this tender is to invite Bids to establish Long Term Arrangements for Services (LTAS) to support UNICEF's work in the area of C4D and Communications in categories: Copywriting, Editing, Designing.

SUBMISSION DEADLINE:
3 February 2020 at 15:00, Kyiv time

SUBMISSION CONDITIONS:
Tender proposal must be submitted in hard copies only and must be securely closed in the Tender proposal envelope, clearly marked with the tender number: LRPS-2020-9155535

Tender proposal envelope must contain two separate sealed envelopes: one envelope containing the Technical Proposal and one envelope containing the Price Proposal. Each of the two must be clearly marked with the Proposal Number and Type, i.e. either Technical Proposal or Price Proposal, as follows:
TECHNICAL PROPOSAL_NAME OF BIDDER_LRPS-2020-9155535
PRICE PROPOSAL_NAME OF BIDDER_LRPS-2020-9155535

SUBMISSION PLACE:
Tender Proposals shall be sent in sealed envelope to UNICEF Ukraine and handed to the guard with indication "FOR TENDER", verified by reference in attendance job kept by the guard.

Address: UNICEF Ukraine, 28 Instytutka str., Entrance B, Kyiv, 01021, Ukraine.
Proposals submitted otherwise (by e-mail, fax, in an opened envelope) shall be INVALIDATED.

TECHNICAL PROPOSAL
Proposer must submit one (1) hardcopy of the Technical Proposal in separate sealed envelope in English/or Ukrainian/or Russian languages or combination of any. This article prevails over the article 1.5.3 in the section #Instruction to proposers# Technical proposal must be SEALED and NUMERATED.

PLEASE MAKE SURE TO STUDY THE TECHNICAL EVALUATION CRITERIA LAID OUT IN ANNEX B TO UNDERSTAND FULLY THE QUALIFICATION CRITERIA AND THEIR EVALUATION PROCESS BY UNICEF. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL

Technical proposal must include the documents listed below:
1. Bid Form (page 3) which must be completed and signed. Proposals submitted without Bid Form will be INVALIDATED.
   a) the term of validity of proposal must be correctly indicated: 120 days.
   b) The Bids with incorrect validity shall be INVALID.
      The Currency of proposal must be correctly indicated: USD currency.
      The Bids with incorrect currency shall be INVALID.

2. In order to prove the conformity to Requirements as set out in Annex
B. Terms of Reference, the Bidders must provide the following documents in their Technical Proposal:

2.1 Registration Certificate. Only companies (or at least the lead entity in case of joint venture/consortium/association), which are duly registered in Ukraine are eligible for submitting the proposals to this tender.

2.2 VAT Registration Certificate/Single Tax Payer Registration Certificate if any.

2.3 Articles of Association (or the extract from the Articles of Association containing information on the Company and types of activity).

2.4 In case of the joint venture or availability of sub-contractors, registration documents and portfolio on experience must be submitted for all companies.

2.5 In case of joint venture, copy of joint venture agreement or agreement of intent must be submitted. In case of sub-contracting, copy of agreement with sub-contractor or agreement of intent must be submitted.

2.6 Banking details on the bank official letterhead in English with SWIFT code specified.

2.7 Financial Statement for the last 2 years of Company’s activity.

2.8 Filled out Vendor Registration Form (see Annex C) # only field marked yellow are obligatory for maintaining.

2.9 A list of at least 3 clients/references (with both telephone and email contact information) we may contact regarding Bidder’s experience.

2.10 Information about experience and qualification of Company/Organisation’s staff.

2.11 CV of staff with at least three years of experience in designing/copywriting/editing

2.12 Portfolio/samples showcasing various types of previously developed ICE materials should be provided

2.13 Any additional document in-line with Terms of reference (TOR) to support the technical proposal.

PRICE PROPOSAL

The price proposal should be submitted in accordance with Annex D - Price Proposal Template in USD net of VAT for the services rendered pursuant to Terms of Reference. Price proposal must be signed by the bidder.

The prices indicated in the Price Proposal shall remain fixed throughout the duration of the Long Term Arrangement.

In addition, please note that:

1. Inquiry for additional information concerning tender must be forwarded by e-mail with the tender number reference LRPS-2020-9155535 to
Please confirm in writing your participation in the tender by sending a confirming letter to the e-mail indicated above.

Partial bids. UNICEF will accept partial bids.

The Long Term Arrangement (LTA-S) resulting from this tender shall fix the prices in USD net of VAT for the period of validity of the LTA-S, pursuant to the price proposal submitted to this tender.

Any specific order resulting from the Long Term Arrangement shall be in the form of a legally binding document # Institutional /Corporate Contract. Any specific contract for services which will be raised with reference to LTA-S will be raised in UAH net of VAT in accordance with the fixed LTA-S prices converted based on UN Exchange Rate as of the date of raising the contract.

UNICEF will process the payments upon the Contract in UAH including additional 20% VAT, subject to provision of Tax Invoice and copy of document, confirming Tax Invoice is duly registered with Tax authorities of Ukraine, together with Invoice and Act of provision and acceptance of services.

REASONS FOR DISQUALIFICATION:

a) not submitted filled out and signed Bid Form (page 3 of the tender document);
b) currency and/or validity of Bid is incorrectly indicated in the Bid Form;
c) late submission of proposal (after deadline);
d) failure to submit the all set of documents listed above may result in INVALIDATION of the Bid.
SPECIAL TERMS AND CONDITIONS

PART I # PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. Solicitation; Long Term Arrangement

2.1 The purpose of this Request for Proposals for Services (#RFPS#) is to invite proposals in order to establish Long Term Arrangements for Services (LTAS) to support UNICEF's work in the area of C4D and Communications in 3 categories: Copywriting, Editing, Designing, as fully detailed in the Terms of Reference/Statement of Work attached at Annex B

2.2 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) for Services (LTA-S) for the procurement of the services detailed in the RFPS and required from time to time during the term of the LTA-S. It will be a provision of such LTA-S(s), that UNICEF will not be committed to purchase any minimum quantity of these services. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA-S.

2.3 Purchases will be made against contracts to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA-S(s). Actual quantities to be purchased will vary from contract to contract.

2.4 This RFPS document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- The full Terms of Reference/Statement of Work attached at Annex B
- Annex C # Vendor Registration Form
- Annex D # Price Proposal Template

2.5 This RFPS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and nothing in or in connection with this RFPS shall give rise to any liability on the part of UNICEF unless and until an LTA-S and linked contract is signed by UNICEF and the successful Proposer.

3. Term

3.1 The proposed LTA-S shall be valid for an initial period of 12 months, with a possibility of extension for another two 12-months periods.

PART II # PROPOSAL SUBMISSION PROCESS

1. Proposal Submission Schedule
1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by EMAIL to Oksana Kirova at okirova@unicef.org that they have received this RFPS.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE # ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by EMAIL to Oksana Kirova at okirova@unicef.org. The deadline for receipt of any questions is 27 January 2020.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE # ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Proposers are required to keep all questions as clear and concise as possible.

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Submission Deadline. The deadline for submission of proposals is as follows:

3 February 2020 at 15:00, Kyiv time

Any proposals received by UNICEF after the Submission Deadline will be rejected.

1.5 Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals.

2. Language

2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in English or Ukrainian or Russian Language or combination of any. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in English or Ukrainian or Russian Language or combination of any. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The
sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.

3. Validity of proposals; Modification and Clarifications; Withdrawal

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal, or state the changes from the original Proposal.

3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer’s Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

4. Eligibility; Proposer Information

4.1 Proposer. The term #Proposer# refers to those companies that submit a proposal pursuant to this RFP and #Proposal# refers to all the documents provided by the Proposer in its response to this RFP. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFP, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association.

(a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, each such legal entity will confirm in their joint Proposal that:

(i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and

(ii) if they are awarded the LTA-S, the designated lead entity will enter
into the LTA-S with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture’s Proposal is the Proposal selected for award, UNICEF will award the LTA-S to the joint venture, in the name of its designated lead entity. The lead entity will sign the LTA-S for and on behalf of all other member entities.

4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF’s further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

4.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose this previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF’s standard conditions on contracting former and retired members of staff.

5. Preparation of Offer

5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instructions to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html;
- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this RFPS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this RFPS or any other information provided to the Proposers.

5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer’s own risk, and may
result in rejection of the Proposer’s Proposal.

5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF’s stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.

5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

5.5 The completed and signed Request for Proposal for Services Form must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Proposals must be clearly marked with the RFPS number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.

5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

5.9 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.

5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any pre-submission conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

6. Proposal Documents; Confidentiality

6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.

6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Proposers by UNICEF (#RFPS Materials#) shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly
return all such RFPS Materials to UNICEF, or destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

7. Multiple proposals and proposals from related organizations

7.1 Proposers shall not submit more than one Proposal as part of this RFPS process.

7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:

(a) they have at least one controlling partner, director or shareholder in common; or

(b) any one of them receive or have received any direct or indirect subsidy from the other(s); or

(c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or

(d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or

(e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III #AWARD/ADJUDICATION OF PROPOSALS

1. Award

1.1 Proposal Evaluation Process. The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Proposals, UNICEF will carry out the following steps in the following order:

First, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to 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 the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

Second, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.

Third, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

1.2 Proposal Evaluation Approach.

Weighted scoring evaluation approach

The evaluation criteria will be a split between technical and commercial (price proposal) scores (70/30 split).

Proposals submitted in response to this RFPS should include and will be evaluated against the following:


Total Maximum 100 Points

Only Proposals which receive a minimum of 70 points will be considered further.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 100. 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.:

Score for price proposal X = (Max. score for price proposal 100 Points) * Price of lowest priced proposal / Price of proposal X

Total obtainable Technical and Price points: 100

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) be awarded the LTA-S(s).

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

1.4 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal.

1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the LTA-S(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposer(s) of the outcome of this solicitation process.
2. General Terms And Conditions Of Contract (Services)

2.1 UNICEF's General Terms and Conditions of Contract (Services) will apply to any LTA-S and linked contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Services Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

(a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);

(c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion, has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the LTA-S;

(d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this RFPS;

(e) to suspend negotiations or withdraw an award to a Proposer at any time up until an LTA-S has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this RFPS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV # REQUIREMENTS

1. Price and Payment

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts or cumulative volume discounts (i.e., discounts that increase as the cumulative order value increases throughout the validity of the LTA-S). Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-S.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the
services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract (as issued in accordance with the provisions of the LTA-S) and (b) to UNICEF’s satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Proposer will suggest a payment schedule for each contract (as issued in accordance with the provisions of the LTA-S) that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Proposal shall be in USD. UNICEF will reject any proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFPS documents.

2. Implementation

2.1 No Reliance. Except as expressly set out in the RFPS documents, UNICEF will have no obligation to provide any assistance to the contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the Proposer requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Proposal.

2.2 Sub-contractors. Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. Further, Proposers must identify in their proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.

2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the Proposal must not be part of any other Proposer’s Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the LTA-S as indicated in the Terms of Reference/Statement of Work and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the LTA-S and related contracts to be executed by these specific
experts. UNICEF will only consider substitutions because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the LTA-S and related contracts will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. Liquidated Damages

3.1 Liquidated damages. Any LTA-S(s) awarded in connection with this RFPS will include the following clause on liquidated damages:

#In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the relevant Contract for Services, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of this LTA-S and the relevant Contract for Services, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the relevant Contract for Services. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to this LTA-S and the relevant Contract for Services.#

PART V # PROPOSER REPRESENTATIONS

1. Price # Most Favoured Customer

1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer's affiliates).
1.2 If at any time during the term of the LTA-S resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fees, rates and charges and related pricing terms under the LTA-S to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. General Representations

By submitting its Proposal in response to this RFPS, the Proposer confirms to UNICEF as at the Submission Deadline:

2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting LTA-S and linked contract(s), and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting LTA-S and linked contract(s). The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract (as issued in accordance with the provisions of the LTA-S).

2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.

2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA-S and linked contract(s).

2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this RFPS and the results of the evaluation process.

3. Ethical Standards

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any LTA-S that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this RFPS, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:
3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.

3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any LTA-S and linked contract(s) that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this RFPS including the award of the LTA-S and linked contract(s) to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.

(b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the LTA-S. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the LTA-S, UNICEF will be entitled to suspend the LTA-S and linked contract(s) for a period of time up to thirty (30) days or terminate the LTA-S and linked contract(s), at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the LTA-S and linked contract(s) it will be entitled to terminate the LTA-S and linked contract(s) at the end of the thirty (30) days# suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting LTA-S and linked contract(s); and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combating Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in
UNICEF’s Policy Prohibiting and Combatting Fraud and Corruption.

3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation’s Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer’s participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitative or degrading to any person.

3.10 The Proposer confirms that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF’s implementation of this Policy.

3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any LTA-S and linked contract(s) that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of an LTA-S and/or linked contract awarded in relation to this RFP, including but not limited to the award of the LTA-S and/or linked contract and the Proposer’s compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer’s premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

1.2 The Bid Form/Request for Proposal for Services Form must be signed, and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:
   a) with incorrect (as applicable) postal address, email address or fax number;
   b) received after the stipulated closing time and date;
   c) failure to quote in the currency(ies) stated in the RFP(S);
   d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
  Name of company
  [RFP(S) NO.]
  [NAME OF UNIT & UNICEF OFFICE ADDRESS]

* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal
* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

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

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

REQUEST FOR PROPOSAL FOR SERVICES
LRPS-2020-9155535
3.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org

4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.
ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)
Definitions and UNICEF Supply Website:

1. In these General Terms and Conditions (Services), the following terms have the following meanings:

- "Affiliates" means, with respect to the Contractor, are of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

- "Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when transmitted in unsecured form or disclosed orally, and includes information the confidential or proprietory nature of which, is or should reasonably apparent from the inherent nature, quality or characteristics of such information.

- "Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are entered under a long-term arrangement or similar contract.

- "Contractor" means the contractor named in the Contract.

- "Deliverables" means the work product and other output of the Services required to be delivered by the Contractor as part of the Services as specified in the relevant section of the Contract.

- "Disabling Code" means any virus, back door, worm, or other limiting routine, instructions or design or other malicious, or that is otherwise intended to cause damage or unauthorized access to design or unauthorized system or network.

- "End User" means, with respect to the event that the Services or Deliverables will be made available to any end user or other customer or any other end user or other customer or any other external user collaborating with the Contractor, in each case, authorized by the Contractor to access and use the Services or Deliverables.

- "Use" is defined in Article 3.1.

- "Host Government" means a Government with which UNICEF has a programme of development cooperation and includes a Government of a country in which UNICEF provides humanitarian assistance.

- "Key Personnel" are the key personnel identified in the proposal and any supplement to it, to represent the Contractor's performance against the requirements of the Contract, subject to UNICEF's approval, and to provide the services specified in the contract.

- "Person" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

- "Services" means the services specified in the relevant section of the Contract.

- "UNICEF Data" means any and all information or data in digital form or processed or held in digital form that is provided to the Contractor by, or on behalf of, UNICEF or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or that are collected by the Contractor in the performance of the Contract.

UNICEF Supply Website is UNICEF's public access website available at http://www.unicef.org/supply/services/procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prequalification and Contracting for Corporate Products and Services, and UNICEF's Data Protection and Privacy Policy apply to the Contractor, as well as other parties as applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables: Contractor's Personnel and/or Sub-contractors

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to the time for delivery of the Services and Deliverables, and its UNICEF's responsibilities. In case as expressly provided in the Contract, the Contractor will be responsible for all necessary personnel, equipment, materials, and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any personnel, equipment, materials, systems, or licenses which may be helpful or useful for the fulfillment of the Contractor's obligations under the Contract. If UNICEF provides access to, or makes available to, any person or entity, the Contractor for the purpose of the Contract, the Contractor will ensure that its personnel or subcontractors will at all times use such access exclusively for the specific purpose for which the access has been granted and co-operate with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will also ensure that the only those persons that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities, and systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes of any kind to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty and in the event of any such change after this period.

2.4 The Contractor will not provide access to any information other than UNICEF's (or entities authorized by UNICEF) to any personnel, contractors, subcontractors, or other third parties, as more specifically provided in the Contract.

2.5 UNICEF will not provide any equipment or supplies which may be provided to the Contractor by UNICEF or End Users with any personnel, contractors, subcontractors, or other third parties, as more specifically provided in the Contract.

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables for any reason specified in the Contract, the Contractor will immediately inform UNICEF in writing and take all necessary actions to expedite delivery of the Services and/or Deliverables, and the Contractor will be entitled to terminate the Contract and to pursue all remedies available to the Contractor under the Contract.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under
ANNEX A

GENERAL TERMS AND CONDITIONS

the Contractor and must at any time examine the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide full cooperation with such performance monitoring and evaluation. At no additional cost or expense to UNICEF and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

(a) by written notice, require the Contractor, at the Contractor’s expense, to remedie its performance, including any deficiencies in the Deliverables, to UNICEF’s satisfaction within thirty (30) days after receipt of UNICEF’s notice (or within such shorter period as UNICEF may determine, in its sole discretion, as necessary as specified in the notice);

(b) require the Contractor to refund all payments (or any) made by UNICEF in respect of such non-conforming or incomplete performance.

2.9 Further to Article 3.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF’s rights in respect of such late or non-compliance performance.

2.10 The following provisions apply with regard to the Contractor’s Personnel:

2.10.1 The provisions of Article 7 (Ethical Standards) will apply to the Contractor’s Personnel as expressly stated in Article 7.

2.10.2 The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and will ensure that they act in accordance with the laws and customs and conform to a high standard of moral and ethical conduct.

2.10.3 The qualifications of any Personnel when the Contractor assigns or requires the Contractor to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally engaged by the Contractor.

2.10.4 At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF’s request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have “account manager” or “relationship manager” type functions.

2.10.5 If one or more of Contractor’s Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will notify the UNICEF contracting authority at least fourteen (14) days in advance, and do obtain the UNICEF contracting authority’s approval prior to replacing any substitute of Key Personnel. If notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualifications of replacement Personnel sufficient detail to permit evaluation of the impact on the engagement.

3.1 The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract or the Contractor’s Personnel, including individual subcontractors, will not be considered in any respect as being the employees or agents of UNICEF.

3.2 All expenses of the withdrawal or replacement of the Contractor’s Personnel will, in all cases, be borne exclusively by the Contractor.

3.3 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contractor will be subject to, and will be considered in a manner that is fair and in accordance with, all of the terms and conditions of the Contract.

3.4 The Contractor confirms that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the requirements of the Code and that it will establish and maintain appropriate measures to prevent compliance with such requirements. The Contractor will further cooperate with UNICEF’s implementation of this policy.

3.5 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for its compliance with the terms and conditions of the Contract.

3.6 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employee’s portions of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severance or other similar payments. Without limiting the provisions of Articles 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for, any payments due to its Personnel and sub-contractors for their Services in relation to the performance of the Contract; the use, action, commission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor’s Personnel and sub-contractors’ personnel or (e) any costs, expenses, or claims arising from the loss or damage of any of the Contractor’s Personnel or their equipment.

3.7 The Contractor will be held liable and responsible with regard to any of the events referred to in Article 2.14.

3.8 Fee Invoicing: Tax Exemption; Payment Terms.

3.8.1 The fee for the Services is the amount as indicated in the currency specified in the first section of the Contract (the "Fee") and being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the first section of the Contract. Unless expressly stated otherwise in the Fee, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all charges and other items imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any charge to the Fee for alterations or modifications to the scope of work if those modifications or interpretations of the scope of work have already been included by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.8.2 The Contractor will invoice UNICEF only after the Contractor has provided the Services (i.e., the Services are complete in accordance with the Service Deliverables) and delivered the deliverables in accordance with the Contract and to UNICEF’s satisfaction. The Contractor will invoice UNICEF (a) in accordance with the payment terms specified by the Contractor and (b) in English currency. The Contractor will provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reasonable expenses as may, in such detail as to permit UNICEF to verify the amounts stated in the invoice.

3.8.3 The Contractor warrants that UNICEF will deduct any amount
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representing direct taxes, usage charges for utilities services, and other similar expenses, duties, and charges of a similar nature in respect of articles imported or exported for UNICEF’s official use in accordance with the exceptions from taxes, duties, and charges as set forth in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1945. In the event any governmental authorities refuses to recognize this exception from taxes, duties, and charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF’s exemption from, or refund of amounts paid as value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or disagreement in the contract as soon as

within thirty (30) days of receiving both the invoice and the required supporting documentation, as required in Article 3.3.2 above. The amount paid will reflect any agreements shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not release the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF or waiver or any of UNICEF’s rights with regard to the Contractor’s performance.

3.5 Each invoice will confirm the Contractor’s bank account details (corrected to UNICEF as part of the Contractor’s registration process with UNICEF). All payments due to the Contractor under the Contract will be made by electronic transfer to the bank account. It is the Contractor’s responsibility to ensure that the bank account details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.6 The Contractor hereby acknowledges and agrees that UNICEF may withhold payment in respect of any invoice due to it. UNICEF, at its sole discretion, has the right to terminate this Agreement at any time and for any reasons it deems appropriate, without notice, upon termination, any account repayments made by UNICEF to the Contractor owing to the Contractor to UNICEF under the Agreement or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off unless being waived by the Contractor. UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided that the failure to give such notification will not affect the validity of such set-off.

3.7 Any breach of the provisions of Article 3.5 may result in the suspension or termination of the Contractor’s obligations under the Contract and for any other breaches of the Contractor’s obligations under the Contract, including but not limited to the Contractor’s inability to perform its obligations under the Contract, the Contractor will be liable to UNICEF for any losses or damages incurred by UNICEF as a result of such breach.

4. Representatives and Warranties. UNICEF is an international organization, and as such, its representatives and agents are subject to the provisions of these Terms and Conditions. UNICEF will not be held liable for any breach of these Terms and Conditions by its representatives or agents.

4.1 The Contractor represents and warrants that as of this effective date and throughout the term of the Contract, the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contractor is a valid, legal and binding obligation, enforceable against it in accordance with its terms, and all of the information it has previously provided to UNICEF for its execution of the Agreement, to the extent that the Contractor has not previously informed UNICEF of any changes or updates.

4.2 The Contractor guarantees and warrants, subject to the sole discretion of the contractor, that it has the necessary experience and resources to perform its obligations under the Contract and that it will be fully responsible for any losses or damages incurred as a result of the Contractor’s breach of these Terms and Conditions.

4.3 The Contractor further represents and warrants, subject to the sole discretion of the contractor, that it has the necessary experience and resources to perform its obligations under the Contract and that it will be fully responsible for any losses or damages incurred as a result of the Contractor’s breach of these Terms and Conditions.

4.4 The Contractor is responsible for any losses or damages incurred as a result of the Contractor’s breach of these Terms and Conditions. The Contractor will be liable to UNICEF for any losses or damages incurred as a result of the Contractor’s breach of these Terms and Conditions.

4.5 UNICEF will report any such breaches to the relevant authorities. The Contractor will be held liable for any losses or damages incurred as a result of the Contractor’s breach of these Terms and Conditions.

5. Insurance. The Contractor will maintain, at its own expense, the necessary insurance against any claims, losses, or damages arising out of the Contractor’s performance of the Contract.

6. The Contractor will comply with the following insurance requirements:

(a) The Contractor will maintain, at its own expense, the necessary insurance against any claims, losses, or damages arising out of the Contractor’s performance of the Contract, including the following:

(b) Insurance against all risks of property and any equipment used for the performance of the Contract.

(c) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contractor’s performance of the Contract.
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1. All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and subcontractors to cover claims for death, bodily injury or damage to property arising out of the performance of the Contract.

2. Neither Party shall be liable for any loss or damage, whether direct, indirect, special, incidental, consequential or punitive, arising from the performance or non-performance of the Contract, except as provided herein. Each Party shall be liable for its own acts and omissions.

3. The Contractor shall maintain the insurance coverage referred to in Article 4 hereinabove during the term of the Contract and for a period after the Contract terminates exceeding the end of any applicable insurance periods with regard to claims against which the insurance is obtained.

4. The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

5. Unless with regard to the insurance referred to in paragraph 1 hereinabove, the insurance policies for the Contractor’s insurance required under this Article 5.0 shall name UNICEF as an additional insured, too include a waiver of the insurer of any subrogation rights against UNICEF, and to provide that UNICEF will receive claims, (50) days’ written notice from the insurer prior to any cancellations or change of coverage.

6. The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 5.0.

7. Compliance with the insurance requirements of the Contractor will not limit the Contractor’s liability either under the Contract or otherwise.

Lability

2.7 The Contractor will pay UNICEF promptly (for all loss, destruction or damage to UNICEF’s property caused by the Contractor’s Personnel or subcontractors) in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights: Data Protection: Considerations

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subsequent to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, process, methods, ideas, know-how, documents, data and other materials ("Contract Materials") that are the Contractor develops for UNICEF under the Contract and which bear a direct relationship to the Contract or the product or service being purchased or provided as a consequence of or during the course of the performance of the Contract. The term "Contract Materials" shall include but is not limited to all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or created by, and all other data collected by or received by, the Contractor under the Contract.

The Contractor acknowledges and agrees that Contract Materials constitute work made for hire for UNICEF. Contract Materials shall be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials on an as-needed basis or at the Contractor’s request.

(b) UNICEF will not be entitled to and will not claim any ownership interest in any intellectual property or other proprietary rights of the Contractor that pre-existed the performance of the Contractor under the obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF’s request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in insuring such proprietary rights and transferring them over, in the case of intellectual property referred to in paragraph (b) above, licensing them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party to the other Party (“Recipient”) during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the
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5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor’s discovery of such Security Incident, and at its sole cost and expense, as notified, UNICEF of such Security Incident and of the Contractor’s proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) in relevant respects, UNICEF's rules and procedures contained in this Annex. UNICEF shall reasonably inform the UNICEF of the progress of the Contractor’s implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF’s investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF’s reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information as imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors, and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors, and other third parties.

End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data or at UNICEF's request, destroy all copies of such information held by the Contractor or its subcontractors and confirms such destruction to UNICEF in writing; and

(b) transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.11a.

6. Termination: Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party may give a written notice that within thirty (30) days of receiving such notice the breach must be remedied (or such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days period of the notice of breach is not capable of remedy, the non-breaching Party may terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The non-injurious or anticipatory breach is in accordance with Article 9 (Confidentiality, Data Protection, and Security) or Article 10.2 it shall be deemed that the written notice of termination will be sent on the date of the written notice of termination. Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract in immediate effect upon delivery of a written notice of termination, without any liabilities for termination charges or any other liability of any kind.

(a) in the circumstances described in, and in accordance with, Article 7 (Financial Standards) or

(b) if the Contractor breaches any of the provisions of Articles 5.2.1 to 5.11 (Confidentiality, Data Protection, and Security).

(c) if the Contractor is adjudged bankrupt or in liquidation, or becomes insolvent, or applies for a moratorium or stays on any payment or repayment obligations, or applies for an order of receivership or any order under the Insolvency Act, or is declared bankrupt, or is declared insolvent, (ii) makes an assignment for the benefit of one (or more) of its creditors, (iii) has a receiver appointed on account of the insolvency of the Contractor, or (iv) enters into an agreement in lieu of bankruptcy or receivership or in such circumstances as may become in the reasonable judgment, subject to a material adverse change in its financial condition that threatens substantially the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in the case in which UNICEF’s interest applicable to the performance of the Contract or UNICEF’s funding applicable to the Contract is materially impaired, whether in whole or in part, UNICEF can also terminate the Contract on any (90) days written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of its obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments of any kind following the date it receives the termination notice. If the Contractor fails to take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimize losses or protect and preserve property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, and at UNICEF's request, destroy all copies of such information held by the Contractor or its subcontractors and confirm such destruction to UNICEF in writing. The Contractor will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.11a.

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

6.7 UNICEF will have no liability resulting from termination or expiration of this Contract, unless the termination or expiration is caused by the negligence or intentional action of a Party. In any event which a diligent party would reasonably have been expected to take into account and plan for at the time the Contract was entered into, the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, labor availability, or any event resulting from labor disputes or legal challenges for the Contractor refunding (direct or indirect) associated with consequences at which UNICEF is operating or as about to operate or is sustaining any event or any event resulting from UNICEF’s humanitarian emergency or similar response operations.

6.8 If the Contract is terminated by either Party, the Contractor will, at UNICEF’s cost and expense, return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, and at UNICEF's request, destroy all copies of such information held by the Contractor or its subcontractors and confirm such destruction to UNICEF in writing. If the Contractor should be unable to return or destroy any of the information, the Contractor's representative will swear a return at the time of termination and all other information in accordance with Article 5.11a.

6.9 If the Contract is terminated by either Party, all payments will be due from the Contractor except for Services and Deliverables provided to UNICEF’s satisfaction in accordance with the Contract. If the Contractor has not received such Services and Deliverables were requested or delivered prior to the Contractor’s receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.9, but will remain liable to UNICEF for all lost or damages which may be suffered by UNICEF by reason of the Contractor’s default occurring but are not limited to cost of the purchase and delivery of replacement or equivalent Services or Deliverables.

7.essor Standards

7.1 Without limiting the provisions of Article 2 above, the Contractor will be responsible for the technical and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and endeavor to a high standard of moral and ethical conduct.

7.2 The Contractor represents and warrants that no official of UNICEF or any United Nations System organization has received from or on behalf of the Contractor, or will be entitled to, or on behalf of the Contractor, any direct or indirect benefit in connection with the Contractor, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favors, or hospitality.

7.3 The Contractor represents and warrants that the following requirements with regard to former
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1. UNICEF officials have been consulted with and will be consulted with:

1.1. During the one (1) year period after an official has separated from UNICEF, the Contractor must not make a direct or indirect offer of employment to the former UNICEF official or to any former UNICEF official, or during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

1.2. During the two (2) year period after an official has separated from UNICEF, no former official may not, directly or indirectly, on behalf of the Contractor, communicate with UNICEF, or present in UNICEF, about any matters that were within such former official’s responsibilities while at UNICEF.

1.3. The Contractor further represents that, in respect of all aspects of the Contract involving the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor, it has disclosed to UNICEF any matters that must constitute as actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

2. The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any action or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such action or temporary suspension during the term of the Contract.

3. The Contractor will ensure that the highest standards of ethical business practices be used in all business affairs, including but not limited to the Contractor’s compliance with the principles under Article 7.1 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including but not limited to making reasonable personnel, and any relevant data and documentation available for the purpose of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions and granting UNICEF and any other international organizations, the use of such information, data or documentation available, the Contractor will require of sub-contractors and agents, including but not limited to, the Contractor’s agents, accountants, or other advisors, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

4. The Contractor will, during the term of the Contract, comply with all laws, ordinances, rules and regulations relating upon the performance of its obligations under the Contract and the standards of conduct required under the United Nations Global Marketplace website (www.unsgm.org).

5. The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel, or directors, is subject to any action or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such action or temporary suspension during the term of the Contract.

6. The Contractor further represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including in employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prevent its Personnel including in employees or any other persons engaged by the Contractor, from engaging in any sexual abuse or exploitation or from engaging in any sexual activities that are harmful or degrading to any person. This provision contains an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7. The Contractor will adhere to UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the understandings and confirmations provided in this Article 7.

8. The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

9. UNICEF will be entitled, in its sole discretion, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor without notice or opportunity for written notice to the Contractor at UNICEF becomes aware of any incident or report that is inconsistent with or the Contractor breaches any of the understandings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor’s Affiliates, or the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

10. In the case of suspension, if the Contractor takes appropriate actions to address the relevant issues or breach UNICEF’s sanctions within the period specified in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. However, UNICEF is not required to lift the sanctions being adequately addressed by the Contractor, UNICEF may, at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor in its discretion.

11. Any suspension or termination under this Article 7.3 will be without liability for termination or other charges or any other liability of any kind.

12. Termination of this Contract will be without any liability for termination or other charges or any other liability of any kind.

13. Full Cooperation with Audits and Investigations.

1. From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract is operated or executed, and the Parties’ performance of the Contract generally and including but not limited to the Contractor’s compliance with the provisions of Article 7.1 above. The Contractor will provide full and timely cooperation with any such inspections, post-payment audits or investigations, including but not limited to making reasonable personnel, and any relevant data and documentation available for the purpose of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions and granting UNICEF and any other international organizations, the use of such information, data or documentation available, the Contractor will require of sub-contractors and agents, including but not limited to, the Contractor’s agents, accountants or any advisors, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.


1. Nothing in or related to the Contract will be deemed to create, express or implied, deliberate or malicious, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1945, or otherwise.

15. The terms of the Contract will be interpreted and applied without application of any system of national or international law.

16. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to, the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCTAD Conciliation Rules then in force, according to the terms of such conciliation procedures as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after any Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCTAD Arbitration Rules then in force. The seat of the arbitration will be New York, NY, USA. The decision of the arbitral tribunal will be final and binding on all Parties.

17. The Parties will be bound by any arbitration award rendered as a result of such arbitration in the final adjudication of any such controversy, claim or dispute.


1. Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be written and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person, upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt in text from the addressee’s email address (if delivered by confirmed email transmission).

2. Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, at the request of any appropriate, disinterested or noninterested, the terms and conditions of the Contract will prevail.
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10.5 All documents that constitute the Contract, and all documents, notices, and receipts issued or
provided pursuant to or in connection with the Contract, will be deemed to include, and will be
interpreted and applied consistently with, the provisions of Article 9 (Procedures and Disputations:
Settlement of Disputes).

11. Other Provisions

11.1 The Contractor acknowledges UNICEF's commitment to transparency as outlined in
UNICEF's Information Dissemination Policy and confirms that it consents to UNICEF's public disclosure
of the terms of the Contract should UNICEF so determine and by whatever means UNICEF
determines.

11.2 The failure of one or of both to object to or take affirmative action with respect to any conduct
of the other Party which is in violation of the terms of the Contract will not constitute and will not
be construed to be a waiver of the violation or breach, or of any future violations, breach or
wrongful conduct.

11.3 The Contractor will be considered as having the legal status of an independent contractor as
regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal
and agent of joint venturers.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer,
pledge or make other dispositions of the Contract, or of any part of the Contract, or of any of the
Contractor's rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or
failure by UNICEF to exercise any right or remedy available to UNICEF under the Contract,
will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or
constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any
monies due to or to become due under the Contract, and will not permit any other person to do so. It
will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is
secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial
advantage or goodwill that it has a commercial relationship with UNICEF or the United Nations.
Except as regards references to the name of UNICEF for the purposes of annual reports or
communications between the Parties and between the Contractor and its Personnel and sub-contractors,
the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF
or the United Nations, or any abbreviation of the name of the United Nations, in connection with its
business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of
the Contract is for convenience only, and the English language version will govern in all
circumstances.

11.9 No modification or change to the Contract, and no waiver of any of its provisions, nor any
additional contractual relationship at any level with the Contractor will be valid and enforceable
against UNICEF unless set out in a written amendment to the Contract signed by an authorized
official of UNICEF.

11.10 The provisions of Articles 2.14, 3.8, 29.9, 4.5, 7.8, 9, 11.1, 11.2 and 11.7 will survive
expiration of the services and delivery of the Deliverables and the expiry or earlier termination of the
Contract.