REQUEST FOR PROPOSAL

LRFP-2022-9173908

The UNITED NATIONS CHILDREN’S FUND (UNICEF) is inviting proposals from reputable local companies for the purpose of entering into Long Term Agreement (LLTA) to provide professional customs clearing and cargo forwarding services from the seaport and airport to UNICEF Liberia office and/or other designated in-country locations.

PROPOSALS SHOULD BE EMAILED TO:

UNICEF Liberia bid box

ibu.bids@unicef.org

or

Submitted in a securely sealed envelope in accordance with Instructions to Bidders contained in this RFP for hard copy submissions.

Bids MUST be received by latest COB Liberia local time on Tuesday 12th April 2022. Proposals received after the stipulated date and time will not be accepted.

A virtual Prebid will be held on 5th April 2022 @ 2pm (zoom invite will be shared)

FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION OF YOUR OFFER.
THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By: Henson King 23/03/2022
Procurement Associate

Verified By: Ruth N. W. Kwabo 24.03.2022
Supply Officer

Approved By: Matloob Malik 24.03.2022
Procurement Services Manager

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: hking@unicef.org
Email: rkwabo@unicef.org
Email: mbalekembaka@unicef.org
0770267308
0770267301
0770267302

*LTA - Long Term Agreement. In this case, covering period of three years based on satisfactory performance.

Annex I Pg. 27 - UNGM Registration Guide
Annex II Pg. 16 - Sample, LTA Contract
Annex III Pg. – Financial proposal response template
PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Invitation to Bid/Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFP shall contain UNICEF’s General Terms and Conditions (as attached) together with specific terms and conditions as detailed herein.

INFORMATION
Any request for information concerning this invitation, must be forwarded in writing by email or by fax, to the person who prepared this document, with specific reference to the RFP number.

DECLARATION
The undersigned, having read the Terms and Conditions of LRPS-9173908 set out in the attached document, hereby offers to supply the goods/services specified in the schedule at the price or prices quoted, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the document.

Name of authorized representative: ________________________________

Title: ________________________________

Signature: ________________________________

Date: ________________________________

Supplier Name: ________________________________

Postal Address: ________________________________

Telephone No.: ________________________________

Fax No.: ________________________________

Email Address: ________________________________

Validity of Offer (not less than 90 days): ________________________________

Currency of Offer: ________________________________
# PROPOSAL FORM – RESPONSE FORMAT

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| 1.  | Overall Response  
  • Comment to demonstrate comprehension of the Terms of Reference/scope of work  
  • Advise as to delivery schedules |
| 2.  | Division of Responsibility between UNICEF and Contractor  
  • Advise as to project team  
  • Provide profiles, resumes and experience of staff (lead consultant and other identified staff who will be involved in the evaluation)  
  • Roles, responsibilities and reporting lines |
| 3.  | Project Methodology  
  Provide details of the suggested management approach to the project, including:  
  • Quality of technical submission  
  • Proposed approach, techniques, synthesis and reporting.  
  • Description of the approach to quality control*  
  • Description of the approach to time management  
  • Progress report schedule and status reviews with UNICEF |
| 4.  | Bidder’s Corporate Profile  
  Submit Corporate Brochures |
| 5.  | Experience and Expertise  
  • Demonstrated Experience in undertaking similar tasks  
  • Provision of the required number of references from clients for whom the bidder has carried out similar work  
  • High level statistical analysis capacity  
  • Knowledge of Liberian context  
  • Samples of previous similar works |

Note that technical submissions should not exceed 50 pages including CVs of nominated personnel, corporate information / experience and all other components as listed above.
1 MARKING AND RETURNING PROPOSALS

1.1 PROPOSALS must be and dispatched to arrive at the UNICEF Liberia lbr.bids@unicef.org bid email box by close of business (COB) LIBERIA LOCAL TIME ON Tuesday, 12th April 2022. Proposals received in any manner other than as outlined in clauses 1.3 to 1.5, or 1.7 will be INVALIDATED.

1.2 Proposals can be submitted either by Hardcopy or by Email.

1.3 The bid/proposal will consist of a technical proposal and a financial proposal, with the following components:

(a) The proposed methodology/strategy for completion of the work as detailed in the Terms of Reference.
(b) Bidder registration/incorporation documents;
(c) The proposed implementation plan;
(d) Supplier profile, including establishment, experience, client list etc;
(e) The proposed team who will complete the work, including leader, members, experience and capability;
(f) Any other technical information that is relevant to the requirement

1.4 The size of email and attachment should be less than 5MB. Attachment 1 shall be marked Technical Proposal and attachment 2, Financial Proposal and shall contain the following documentation:

1.5 The Price Proposal must cover all the services to be provided, and must itemize the following:

(a) Prices for Custom clearing & Cargo Handling Services. (See Annex III attached)
(b) Other costs, if any, indicating nature and breakdown.
(c) A summary of the total cost for the proposed services, excluding taxes from which UNICEF is exempt and as outlined in clause 15 of these Instructions and in clause 5 of the General Terms and Conditions.
(d) A proposed schedule of payments, all of which must be expressed and will be affected in US Dollars.

1.6 Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only. Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only.

The Proposer must provide sufficient information in the proposal to address each area of the Proposal Evaluation to allow the evaluation team to make a fair assessment of the candidates and their proposal.

2 TIME FOR RECEIVING PROPOSALS

2.1 Proposals received prior to the stated closing time and date, while acceptable, will be kept unopened. The Officer of the Bid Opening Unit 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 Modification of Proposals already submitted will be considered if received prior to the closing time and date.

### 3 PUBLIC OPENING OF PROPOSALS

3. Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. The only envelope that will be opened at any public bid opening is the Technical Proposal.

### 4.0 TERMS OF REFERENCE FOR INSTITUTIONAL CONTRACTORS

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Clearing and forward of UNICEF and partners’ supplies and equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purpose</strong></td>
<td>To establish a Long-Term Agreement (LTA) for provision of clearing and forwarding services of UNICEF air, sea and land shipments arriving at Roberts International Airport and Freeport of Monrovia.</td>
</tr>
<tr>
<td><strong>Expected fee</strong></td>
<td>TBD – Open LTA Timebound</td>
</tr>
<tr>
<td><strong>Location</strong></td>
<td>Monrovia and environs</td>
</tr>
<tr>
<td><strong>Duration</strong></td>
<td>3 Years (2022 - 2024)</td>
</tr>
<tr>
<td><strong>Start Date</strong></td>
<td>April 2022 =&gt; Upon approval of the UNICEF CRC</td>
</tr>
<tr>
<td><strong>Reporting to</strong></td>
<td>Supply &amp; Logistics Manager</td>
</tr>
<tr>
<td><strong>Budget Code/PBA No</strong></td>
<td>TBD – based on Programme/Operations requirements</td>
</tr>
<tr>
<td><strong>Project and activity codes</strong></td>
<td>Various – programmatic and operational supplies custom clearing</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
</tr>
</thead>
</table>
| **Background** | UNICEF Liberia country office is located in the capital city of Monrovia. It has a Field office in Zwedru, located in Tchien District of Grand Gedeh County, 350 miles southeast the capital city of Monrovia. UNICEF Liberia requires to identify a service provider that will provide customs clearance and freight forwarding services on behalf of UNICEF. The scope of the services to be performed by the service provider shall include but not be limited to: Customs clearance & brokerage, freight forwarding services, handling, and delivery of cargo. This will be carried out through:
- Sea ports of entry in Liberia.
- Airports in Liberia
- Other land entry ports
The two ports that will be mainly used are the Free port of Monrovia and the Roberts International airport. The cargos are to be delivered from the entry ports to destinations in Monrovia to the UNICEF and/or Implementing partners’ warehouses, and other destinations as per the need. |
<p>| <strong>II. Objectives, Purpose &amp; Expected results</strong> | The service provider shall manage customs clearance and brokerage of cargos arriving at the free port of Monrovia and the Roberts International Airport and deliver them as per the delivery instruction received from UNICEF Liberia Supply Section. Clearing cargos are to be done within the time frame indicated in “Key Performance Indicator” under section VIII. |
| <strong>III. Description</strong> | The service provider shall provide full clearing and forwarding services as and when |</p>
<table>
<thead>
<tr>
<th>of the assignment &amp; Deliverables</th>
<th>requested by UNICEF in its capacity as an accredited clearing and forwarding company. They will pay all clearing bills on behalf of UNICEF after which time they should submit invoices to UNICEF for refund.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This assignment includes the following but not limited to:</td>
<td>quality control processes up to final clearance with the customs services.</td>
</tr>
<tr>
<td>a- By air at Roberts International Airport in Monrovia,</td>
<td>Ensure that the number of packages, dimensions of each package, description of items, packaging, gross weight and marking are in accordance with the information contained in the documents sent by UNICEF.</td>
</tr>
<tr>
<td>b- By sea at the Free Port of Monrovia</td>
<td>Promptly inform/notify UNICEF on time about any loss, damage or delay in the delivery of goods, and any other encountered problem.</td>
</tr>
<tr>
<td>c- By land at the Monrovia road terminals from neighboring countries</td>
<td>Ensure regular and effective monitoring of UNICEF files.</td>
</tr>
<tr>
<td>Import:</td>
<td>Take in charge all payment of costs throughout the process while ensuring UNICEF privileges are in place. These will be refunded by UNICEF.</td>
</tr>
<tr>
<td>- In view of the customs documentation provided by UNICEF, initiate and carry out customs formalities, apply the duty-free and tax exemption for import/export duties, ensure follow-up in the administrative processes up to final clearance with the customs services.</td>
<td>Promptly request from UNICEF approval of any situation that could generate additional financial costs.</td>
</tr>
<tr>
<td>- Ensure that the number of packages, dimensions of each package, description of items, packaging, gross weight and marking are in accordance with the information contained in the documents sent by UNICEF.</td>
<td>Carry out quick clearance processes and deliver the goods as quickly as possible to avoid storage/demurrage costs.</td>
</tr>
<tr>
<td>- Promptly inform/notify UNICEF on time about any loss, damage or delay in the delivery of goods, and any other encountered problem.</td>
<td>Carry out special release for vaccines and other perishables as per the needs.</td>
</tr>
<tr>
<td>- Ensure regular and effective monitoring of UNICEF files.</td>
<td>Manage the entire logistics chain, from the point of entry to the designated destination point (UNICEF or partners’ warehouses), including all necessary modes of transport. This must include all equipment, infrastructure, qualified personnel, and other skills and means necessary to carry out the transport, transit and any associated service in accordance with the best commercial practices.</td>
</tr>
<tr>
<td>- Take in charge all payment of costs throughout the process while ensuring UNICEF privileges are in place. These will be refunded by UNICEF.</td>
<td>Provide periodic reports (weekly and monthly) on the monitoring of ongoing activities.</td>
</tr>
<tr>
<td>- Promptly request from UNICEF approval of any situation that could generate additional financial costs.</td>
<td>Provide UNICEF with priority services throughout the duration of the framework agreement.</td>
</tr>
<tr>
<td>- Carry out quick clearance processes and deliver the goods as quickly as possible to avoid storage/demurrage costs.</td>
<td>Export</td>
</tr>
<tr>
<td>- Carry out special release for vaccines and other perishables as per the needs.</td>
<td>Perform export customs formalities, transport services (if applicable) and related services from the point of cargo pick-up to the agreed destination point.</td>
</tr>
<tr>
<td>- Manage the entire logistics chain, from the point of entry to the designated destination point (UNICEF or partners’ warehouses), including all necessary modes of transport. This must include all equipment, infrastructure, qualified personnel, and other skills and means necessary to carry out the transport, transit and any associated service in accordance with the best commercial practices.</td>
<td>Ensure the availability of all the documentation required according to the mode of transport, the type of cargo, the destination..., in accordance with the best commercial practices.</td>
</tr>
<tr>
<td>- Exercising due diligence to detect any unusual situation or situation that could represent risks for UNICEF.</td>
<td>Monitor all shipments until they are released to the consignee at the final delivery point.</td>
</tr>
</tbody>
</table>
as stipulated in the transport document.
- In the event of a delivery discrepancy, delay in shipment and damage during transport..., promptly inform UNICEF, the consignee and the parties involved of such a situation and provide suggestions/action plan

List of supplies and equipment to be cleared:
The scope of such services shall include, but not limited to the following:
- Medicines, vaccines and other medical supplies and hospital equipment
- Therapeutic foods
- School supplies, recreational and educational kits
- Cold chain equipment (refrigerators, cold rooms, freezers, vaccine carriers, etc.)
- Vehicles, motorcycles, bicycles
- IT equipment and accessories (computers, photocopiers & printers)
- Telecommunications equipment
- Water and sanitation supplies and equipment
- Office supplies and equipment
- Any other material not specified here that fall within the scope of UNICEF activities and mission
- Personal effects of UNICEF international staff.

As an indication, in 2021, the volume of imports represented around (indicative only, subject to changes depending on the situation) 120 shipments of which:
  a- 75 sea shipment
  b- 45 Air shipment
- It should be noted that this long-term agreement (LTA) is non-exclusive and will be used for the one-time supply of services under the conditions agreed in advance between the parties. It does NOT in any way constitute an obligation on the part of UNICEF to use a minimum quantity of services, requests being submitted based on actual needs.
- UNICEF shall NOT be liable for any costs of the contractor if no order is placed under this LTA. UNICEF reserves the right to use the services of any other customs clearance agent and to tender for specific projects if necessary.
- The successful bidder/s commit/s to offer the same service conditions (technical and financial) to any other United Nations Agency or UNICEF partners wishing to use their services under the agreements that will result from this solicitation.

IV. Documentation and Reporting requirements

The following documents and reports will be required as follows:
For Sea shipments:
  1- Original copy of the bill of lading,
  2- Copy of seaway bill,
  3- Original copy of the supplier’s invoice
  4- Copy of packing list (if different from invoice)
  5- Duty exemption letter/ Authorization letters/other related documents from UNICEF.

For Air Shipments:
  1- Copy of air waybill,
2- Original copy of the supplier’s invoice,
3- Copy of packing list (if different from invoice)
4- Duty exemption letter/Authorization letters/other related documents from UNICEF

Report to be submitted:
1. Signed proof of delivery receipt, 24 hours after final delivery has been made.
2. Weekly customs clearance monitoring report

V. Location and Duration
a. Location: Monrovia and its environs
b. Duration: An initial period of two (2) years and may be extended for additional period of one (1) year by mutual agreement
c. Schedule of the assignment: as and when clearing activity is needed.
d. Timeline: as per the performance indicators below (section VIII).

VI. Qualification requirements
The service provider must be/have:
- a professional clearing and forwarding company,
- duly registered in Liberia.
- at least 5 years working experience in clearing/forwarding in Liberia, specifically with UN agencies and International organizations.
- shall have not less than five employees and able to clear simultaneously at the air and seaports at any time.
- submit at least 3 references of its work in Liberia.

VII. Organizational requirements
If necessary, especially for direct deliveries to UNICEF’s designated partners, the service provider should have adequate handling machinery and equipment such as a forklift capable of lifting containers up to 40 feet, a small forklift truck and provide casual laborers.

VIII. Key performance indicators

<table>
<thead>
<tr>
<th>Topic</th>
<th>Formalities</th>
<th>Customs clearance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All shipments</td>
<td>Sea/road shipment</td>
</tr>
<tr>
<td>Import</td>
<td>the day before the arrival of the cargo</td>
<td>14 days after arrival of cargo at Sea port or land boarder</td>
</tr>
<tr>
<td></td>
<td>Exception: vaccines &amp; perishables</td>
<td>the day of arrival/under special release process. Customs clearance to be finalized in the 5 following days</td>
</tr>
<tr>
<td>Export</td>
<td>10 days after the cargo has left</td>
<td>the day before departure of the cargo</td>
</tr>
</tbody>
</table>

UNICEF and the Contractor will quarterly review and assess the performance of the Contractor’s service delivery based on the performance indicators as defined in the paragraph above. UNICEF and the contractor will jointly establish the method required for reporting performance indicators and the frequency of their analysis. In this context, UNICEF reserves the right to terminate the resulting contract or to apply financial penalties in the event of recurring poor and unsatisfactory performance.
| IX. Billing                                                                 | Invoices with all the supporting documents will be sent to the UNICEF Representative’s office within a maximum of ten (10) days after the end of the process/evidence of deliverables. The service provider must submit a separate original invoice for each customs clearance order, in accordance with the price list of its offer and accompanied by the following supporting and appropriate documents:  
   a. A cover letter  
   b. The original of the Customs clearance order provided by UNICEF  
   c. The original of the delivery note signed by UNICEF or by the partner receiving the cargo  
   d. A copy of the transport document (bill of lading, air waybill...)  

Validated invoices will be paid by bank transfer within thirty (30) working days from the date of receipt of the documents at UNICEF. For any invoice returned for reasons of incompleteness of the supporting documents or for correction, this period will run from receipt of the corrected and accepted version. |

| X. Pre-financing of operations and payment | The Contractor shall pay in advance or arrange for the prepayment of all applicable charges at the point of final destination specified by UNICEF, provided that the Contractor ensures that such charges do not include taxes/duties. |

| XI. Duration of Services | The objective of this process is to sign a Long-Term Agreement (LTA) with one or more service providers. The LTA will be for an initial period of two (2) years and may be extended for an additional period of one (1) year by mutual agreement of the parties dependent on satisfactory performance. It is important to note that the prices/discounts applied will remain unchanged throughout the period. UNICEF does not give any guarantee as to the quantity of services requested during the term of the contract. |

| XII. Evaluation process and methods | 1- Preliminary check  
This step will focus on the following criteria which will allow UNICEF to determine the compliance of the offer with the formal terms and conditions of the Invitation to Tender:  
   a- The tender submitted was sent to UNICEF before the deadline (date and time), the date and time of receipt being taken as proof.  
   b- Tenders are made according to the instructions shared with bidders.  
   c- The tenderer has provided the following up-to-date administrative documents:  
      1. Liberia Business Registry registration certificate – in customs clearance/freight forwarding  
      2. Accreditation certificate,  
      3. Tax clearance  
      4. Insurance covering freight forwarding activities  
      5. A copy of the Bidder's Bank Identity Statement for past 2 years  
      6. A UNGM number obtained free of charge by registering the tenderer on the UNGM (United Nations Global Market) website via the following link: https://www.ungm.org/Account/Registration |
THE ADMINISTRATIVE DOCUMENTS ARE ELIMINATORY. IF ANY OF THE ABOVE IS MISSING, THE BID WILL BE REJECTED AND WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION.

2- Technical bid (60%)

The Technical bid should include, but not be limited to:

- Evidence/documentation of legal status to operate in Liberia. They must be valid (not expired);
- Profile of company
- Methodology of works, to include strategy for managing and executing the clearing and forwarding services.
- List of previous contracts in Liberia in the last 5 years (submit in a chart with the following columns: Year; employer name & contact details; description of works/services; value of the contract).
- Qualification and experience of key management and technical personnel for this project (submit in a chart indicating: name; position and task). Signed CVs of all proposed staff must accompany the submission and it should be noted that substitution of staff during project implementation shall be subject to the approval of UNICEF. A detailed organization chart of the company including the location and staffing of existing offices must also be attached to the offer.
- List of equipment immediately available for this assignment. Note that UNICEF reserves the right to inspect this equipment if required.
- Clear evidence of capacity to pre-finance at least equivalent of customs clearance processes. Documentary proof to be provided and UNICEF reserves the right to check and verify information e.g provision of two years audited financial report; the most recent.

3- Financial Bid (40%)

The Financial Bid should include the following aspects:

- Detailed budget per line items including cost for clearing and forwarding of shipments arriving in RIA and Freeport.
- Other related costs, if any (please specify).

XIII. Payment Schedule

Upon completion of clearing a consignment, the invoice will be submitted to UNICEF Representative’s office. Payment will be made within 30 working days.

XIV. Project Management

Standard Operational Procedures (SOP)

1. Import/Export by air
   A. Import by air
1. Where possible, at least 48 hours after receipt of the pre-advise announcing arrival of cargo at Robert International Airport, UNICEF will provide the service provider, by electronic message, with a copy of the shipping documents (Air Waybill - Airwaybill, packing list, commercial invoices) with necessary clearance letters duly signed requesting the service provider to clear customs and deliver the cargo.

2. UNICEF will provide the date of arrival and the airline so that the contractor can coordinate the receipt and handling of the cargo.

3. Upon receipt of the shipping documents (Air Waybill - Airwaybill, packing list, commercial invoices and letters to Ministries and LRA), the service provider will initiate the administrative formalities, the customs clearance and will proceed with the delivery of the cargo to the consignee as indicated. He will keep UNICEF informed throughout the process of customs clearance and cargo delivery. Also, for direct deliveries to the partner, the service provider will immediately send UNICEF the POD/Proof of Delivery signed and stamped by the partner.

4. UNICEF will avail letters to ministries ad LRA requesting approval of shipment to be cleared under the Duty-Free privilege provided to diplomatic missions accredited to Liberia.

5. If necessary, the service provider will organise the temporary storage of the imported cargo in warehouses at the airport until the clearance is fully carried out.

6. Vaccines and perishable products will be managed under “Special Release” procedure and delivered to the designated consignee on the same day of their arrival at the airport, after full verification of the conformity of the shipping documents and other instructions provided by the UNICEF regarding the number of packing units, packaging, marking and documentation. Any deviation should be notified to UNICEF immediately.

7. Products that require storage at low temperature, the service provider will make the necessary arrangements for delivery to the place indicated on the same day of arrival of the packages.

8. The Service provider will check the shipment for completeness and compliance with the shipping documents and any other instructions provided by UNICEF with respect to number of units, packing and the nature of the articles. In the event of findings of damage, missing items or loss on arrival, the service provider has the obligation to report it to the airline (quantity of missing/damaged items…) UNICEF should be informed immediately.

9. The service provider will pay particular attention and priority to cargo planes chartered by UNICEF (charter flight) which must be offloaded no later than one hour after landing.

10. Process timing: as per the KPI

B. Export by air

1. At least five (5) days prior to cargo export, UNICEF will provide the Contractor with a copy
of the shipping documents (Non-Commercial Invoice, Certificate of Commercial Value, Packing List) and Transit Order (OT) instructing the service provider to initiate the customs export formalities and the details of the means of air transport that will be used for the operation.

2. The service provider will initiate the export procedures, i.e. the weight of the goods, the customs declaration and any other documentation necessary for this shipment. He will make the goods available to the air carrier, if necessary, on pallets provided or in bulk as requested.

3. The service provider will share the departure date of the shipment and provide all the documents for this shipment (the AWB, the packing list/number of packages with description of the items, the reference of the purchase order/UNICEF PO, the weight, the volume) to UNICEF Liberia and to the designated recipient.

4. Process timing: as per the KPI

2. Import/Export by sea/land
A. Import by sea/land

1. Where possible, at least a week before the arrival of the cargo in Monrovia, UNICEF will provide by e-mail the service provider with a copy of the shipping documents (bill of lading or road waybill, packing list, invoice and any other document related to the cargo) with the estimated date of arrival and a duly signed letter requesting the service provider to clear customs and deliver the goods to the places indicated.

2. UNICEF will avail letters to ministries ad LRA requesting approval of shipment to be cleared under the Duty-Free privilege provided to diplomatic missions accredited to Liberia.

3. Upon receipt of the copy of the shipping documents (bill of lading or road waybill, packing list, commercial invoice, exemption certificate, etc.), the service provider will verify the completeness of documents; and will engage in obtaining appropriate approvals on behalf of UNICEF.

4. Prior to any delivery to UNICEF warehouses and/or designated partners, the service provider will provide UNICEF 24 hours in advance with notice of arrival and delivery of the cargo, specifying the date of delivery at the warehouses to allow UNICEF staff to attend inspection and also to allow the planning of direct deliveries to UNICEF partners when necessary.

5. When required by Customs, the service provider will facilitate the presence of customs officers at the offloading site and attend the opening and offloading containers at the warehouse.

6. Process timing: as per the KPI

B. Export by sea/land

1. Where possible, within a week prior to the export of the shipment, UNICEF will provide the contractor with a copy of the shipping documents (Commercial Invoice, Certificate of donation, packing list, etc.) and a clearance letter duly signed requesting the service provider to initiate customs export formalities. If the service provider is not itself the carrier of the
cargo, UNICEF will provide the list and details of the Freight Forwarder.
2. No later than 24 hours after receipt of the shipping documents and the clearance letter, the service provider will initiate the Customs formalities for export. He will inform UNICEF of the expected date for the end of the formalities, the possible departure date of the cargo and the optimal route to be used.
3. The Service provider will provide all documentation and customs clearance required for this export and will keep UNICEF informed throughout the process of customs formalities and export of the shipment.

<table>
<thead>
<tr>
<th>XV. Evaluation criteria</th>
<th>A- Technical Proposal</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>1. Evidence of a legal valid entity to operate in Liberia – with speciality in Customs clearance and freight forwarding:</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>a- Liberia Business Registry registration,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b- Accreditation certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c- Tax clearance certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d- UNGM registration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each is 1 point. Any document which has expired has no value, and will not be considered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Compliance to TOR</td>
<td>Project proposal adequately addresses the requirement of the terms of reference</td>
<td>5</td>
</tr>
<tr>
<td>3. Methodology of works, supervision and quality control</td>
<td>Methodology of works, to include strategy for managing and executing the customs clearance processes;</td>
<td>16</td>
</tr>
<tr>
<td>- proposed work plan and schedule of activities;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Risk control - Recognition of the risks/peripheral problems and methods to prevent and manage risks/peripheral problems.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Innovative approach and instructional strategies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each is 4 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Organizational capacity and proposed team</td>
<td></td>
<td>35</td>
</tr>
<tr>
<td>a- Organizational expertise and experience in services of similar nature and complexity completed over a minimum of 5 years (List of previous contracts/projects in Liberia in the last 5 years. Submit in a chart with the following columns: Year; employer/client name &amp; contact details; description of services; location of project, value of the contract). List services related to Customs clearance and freight forwarding ONLY. Copies of references/contracts are mandatory</td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>⇒ 1 year = 1 point; 1 UN/international organization = 1 point</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b- Demonstrate adequate logistical facilities and good quality control mechanism, and experience in customs clearance processes</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>c- Experience of personnel in undertaking assignments of similar nature – Submit signed CVs indicating relevant qualification and experience, skills and competencies, role assigned to the team member, etc.</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>1 staff of 5 years of experience minimum is 1 point</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B- Financial proposal</td>
<td>Score</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
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<td></td>
</tr>
<tr>
<td>Competitiveness of the financial proposal. Weight Score determine = ((LS/FP) \times 40) ((LS = \text{Lowest Financial Score}; \ FP = \text{Financial Score of bid under consideration}))</td>
<td>40</td>
<td></td>
</tr>
</tbody>
</table>

The financial lowest bidder will systematically be awarded the maximum of points allocated to the financial proposal which is 40 points. Using a formula working for financial evaluation, each bidder will be given a rating proportional to the difference between its financial offer and the lowest financial offer. The LTA will be awarded to the bidder that obtains the highest combined technical and financial score, applying the best value for money principle.

**XVI. Contract award**

Bids are ranked in descending order based on their combined technical and financial scores. UNICEF will select and establish LTAs with the best bidder(s) (best combined technical score + financial score in descending order).

---

4 REQUESTS FOR INFORMATION

4.1 Any request for information should be forwarded to the email addresses on page 2.

5 CORRECTIONS

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

6 MODIFICATION AND WITHDRAWAL

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

6.2 Proposals may be withdrawn on written request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has been opened.

7 VALIDITY OF PROPOSALS

7.1 Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable proposal if requests for
identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

**8 DISCOUNTS**

8.1 Discounts on faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the Contracts. Any discounts for any reason other than those mentioned on the RFP Form must be stated on the Proposal.

**9 QUALITY ASSURANCE**

9.1 If the Bidder is already certified, or in the process of being ISO 9001/9002/BS certified, this should be clearly indicated in the Proposal and a copy of the Certificate attached to the Bid.

**10 RIGHTS OF UNICEF**

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

10.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

**11 RFP TERMS AND CONDITIONS**

11.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

(a) Visit and inspect the bidder’s premises;  
(b) Contact any/all referees provided;  
(c) Request additional supporting or supplementary information;  
(d) Arrange interviews with the proposed project team/consultants;  
(e) Reject any/all of the proposals submitted;  
(f) Accept any proposals in whole or in part;  
(g) Negotiate with the most favourable bidder;  
(h) Award contracts to more than 1 bidder, as UNICEF considers to be in its best interests.

11.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.
FORMAT FOR CONTRACT

THIS CONTRACT FOR [SCOPE OF CONTRACT] (together with the schedules and attachments hereto, this "Agreement ") is made on [date].


AND: [name of contractor], a corporation organized and existing under the laws of [country] and having its principal offices at [address] (the "Contractor"); UNICEF and the Contractor are hereinafter collectively referred to as the “Parties”.

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

B. The Government of [country] has undertaken [briefly describe Programme and its objectives]

C. UNICEF intents to [briefly describe the Project and its objectives]

D. By Invitation to Bid [or Request for Proposal] No. [Number] dated [date], as amended by [list amendments and dates] (together the "Invitation to Bid") [(together the "Request for Proposal ")], a copy of which is attached as ANNEX [letter], UNICEF invited bids [proposals] for the provision of [scope of work];

E. By bid [proposal] dated [date], as amended by [list of amendments and date] (together the "Bid") [(together the "Proposal ")], a copy of which is attached as ANNEX [letter], the Contractor responded to the Invitation to Bid [Request for Proposal] and represented that it is qualified, capable and willing to provide [scope of work]

F. UNICEF wishes to engage the Contractor to undertake the work, all on the terms and conditions set forth in this Contract; and the Contractor represents that it is qualified, ready, able and willing to carry out the work on the same terms and conditions;

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

Contract Documents

1. This document and all annexes hereto, together with the following named documents, which are incorporated herein by reference, constitute the entire Contract (herein referred to as the “Contract” or this “Contract”) between UNICEF and the Contractor:

(a) Annex I - [Statement of Work]

(b) [other Annexes, as required]

(c) The Invitation to Bid [Request for Proposal]; and
(d) The Bid [Proposal].

2. The Contract documents are to be taken as complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the Contract shall be interpreted on the basis of the following order of priority:

(a) this document;
(b) Annexes
(c) the Invitation to Bid [Request for Proposal]; and
(d) the Bid [Proposal].

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

**Term of Contract**

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

**Project Authority**

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

**Specifications and Deliverables**

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

**Delivery Date**

7. Delivery Date is to be understood as the time the work as defined in Annex A is completed at the location indicated for delivery.

**Price**

8. The total price for the work as set forth in Annex I to the Contract is [currency and amount] (the "Price").

9. The Contractor shall not perform any work or services or provide equipment, products, materials or supplies which may result in the Price being exceeded without a prior written amendment of the Contract.

**Inspection and Acceptance**

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

**Invoicing Instructions**

11. Invoices must refer to the Contract and clearly indicate prices for each Contract item number. The Contractor shall submit the original to the following address:

[Address for sending the invoice]

**Payment**

12. UNICEF shall, on fulfilment of the delivery terms, make payment within 30 days of receipt of the Contractor's invoice for the services.

13. Payment against the Contractor's invoice will reflect a discount of [percentage], provided payment is made within [number of days] from the date of receipt of the Contractor's invoice by UNICEF or acceptance of the services by UNICEF, whichever is later.

14. UNICEF shall promptly notify the Contractor of any dispute or discrepancy in the content or form of the invoice. The value of such disputed items as per the Contract shall be deducted from the invoice(s) in which they appear and the balance will be processed for payment. UNICEF and the Contractor shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof.

**Tax Exemption**

15. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

16. Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

**Legal Status**

17. The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNICEF. The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

**Contractor's Personnel**

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

19. The Contractor shall not assign any person to perform any managerial or supervisory function under this Contract unless UNICEF has given its prior written approval to the selection of such person. The Contractor shall ensure that all personnel engaged to perform work under this Contract are medically fit to perform the work and adequately covered by insurance for any work-related illness, injury, disability or death. The Contractor shall submit proof of such insurance satisfactory to UNICEF before commencing any work under this Contract.

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

Replacement of Contractor’s Personnel

21. UNICEF may request at any time the replacement of any person assigned by the Contractor to perform any work under this Contract. Any such request by UNICEF shall not be deemed a termination of this Contract. The Contractor shall, at its own expense, replace such person forthwith, subject to UNICEF’s prior written approval of the replacement if the replacement is for a managerial or supervisory position.

22. If key personnel become unavailable, for any reason, for work under the Contract, the Contractor shall (i) notify the UNICEF Project Authority at least fourteen (14) days in advance, and (ii) obtain the UNICEF Project Authority’s approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract;

(b) Personnel whose resumes were submitted with the Bid [Proposal]; and

(c) Individuals who are designated as key personnel in Annex I.

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

24. Acceptance of a replacement person by the UNICEF Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

Sub-Contracting

25. In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.
Source of Instructions

26. The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

Confidential Nature of Documents

27. All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UNICEF authorised officials on completion of work under this Contract.

28. The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

Title to Equipment

29. Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

Copyright, Patents and Other Proprietary Rights

30. UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

Encumbrances/Liens

31. The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

Indemnification

32. The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees, officers, agents, servants and sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen’s compensation, product liability and
liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

Insurance and Liabilities to Third Parties

33. The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

34. The Contractor shall provide and thereafter maintain all appropriate workmen’s compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

35. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, aero planes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

36. Except for the workmen’s compensation insurance, the insurance policies under this Article shall:

(i) Name UNICEF as additional insured;

(ii) Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against UNICEF;

(iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

Late Delivery

38. Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the work or services by the delivery date stipulated in the Contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the work or services and (ii) use an expedited means of delivery, at the Contractor’s cost, if reasonably so requested by UNICEF.

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

Assignment and Insolvency

40. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor’s rights or obligations under the Contract.
41. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

**Force Majeure, Other Changes in Conditions**

42. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

43. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article [number], “Termination”, except that the period of notice shall be seven (7) days instead of thirty (30) days.

44. Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

**Termination**

45. If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the Contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

46. UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

47. In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

48. Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage that may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

49. Upon termination of the contract, UNICEF may require the Contractor to deliver any finished work, which has not been delivered and accepted, prior to such termination and any materials, or work-in-process related specifically to this Contract. Subject to the deduction of any claim UNICEF may have arising out of this Contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.
50. The initiation of arbitral proceedings in accordance with Article [number] “Settlement of Disputes” below shall not be deemed a termination of this Contract.

Child Labour

51. The Contractor represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

52. Any breach of this representation and warranty shall 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 of UNICEF.

Mines

53. The Contractor guarantees that neither the Contractor's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilized in the manufacture of anti-personnel mines. The Contractor recognizes that a breach of this provision will entitle UNICEF to terminate the Contract with the Contractor.

Use of United Nations and UNICEF Name and Emblem

54. The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

Officials Not to Benefit

55. The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Prohibition on Advertising

56. The Contractor shall not advertise or otherwise make public that the Contractor is furnishing work or services to UNICEF without specific permission of UNICEF.

Privileges and Immunities

57. Nothing in or related to the Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Settlement of Disputes

Amicable Settlement

58. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such
an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

59. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to the Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by an arbitration award rendered as a result of such arbitration as the final adjudication of such dispute. The costs of the procedure shall be shared equally by the Parties. In no event shall UNICEF be liable for incidental, indirect or consequential damages or for lost revenues or profits. The arbitral tribunal shall have no authority to award punitive damages. The Tribunal shall have no authority to award interest in excess of four per cent (4%) and such interest shall be simple interest only. As used herein, the term, "UNCITRAL" means the United Nations Commission on International Trade Law."

General Provisions

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

If to UNICEF:

[UNICEF Country Office]
Attention: The Representative
Telephone: [number]
Fax: [number]

If to the Contractor:

[Name of Contractor]
[Address]
Attention: [name]
Telephone: [number]
Fax: [number]

61. Notices will be deemed to be effective as follows: in the case of registered mail, seven (07) days after posting; in the case of facsimiles, twenty four (24) hours following confirmed transmission.

62. The Contractor warrants that no official of UNICEF has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract. The Contractor agrees that any breach of this provision is a breach of an essential term of the Contract.

63. Nothing contained in the Contract shall be construed as establishing a relation of master and servant or of principal and agent between the Parties or any of them.

64. The Contract may be altered, modified or amended only by written instrument duly executed by all Parties.
Effective Date

65. This Contract shall become effective as of [date] when both Parties have signed the Contract.

IN WITNESS THEREOF, the Parties hereto have executed the Contract on the day first above written.

THE CONTRACTOR UNICEF, the United Nations Children's Fund

By: _________________________________ By: ____________________________

[name] [name]

[Title] 
Authorised Representative Authorised Representative

66. General Conditions of Contracts for the Provision of Services

Please note that the General Conditions of Contract will be strictly adhered to for the purpose of any future contract.

UNICEF also requires the bidder to be UNGM registered and share UNGM registration number as part of submission (see registration instruction attached - Annex 1 page 25)
Annex 1

In order to register as a potential vendor of UN organizations, please follow the instructions below:

1. Go to [http://www.ungm.org](http://www.ungm.org)

2. Click on the ‘Login and New registration’ box or on the ‘Register’ link located at the top right corner of the page.

3. Click on the ‘New registration’ button.
5. Introduce your company details and **accept the UN Supplier Code of Conduct.** Then, click on the ‘Register’ button.

6. After registering, you will need to validate and activate the account. Go to your the **registered email inbox** corresponding to the email address provided when creating your account. You should have received an activation email. Please **click on the activation link** provided in this email.
Welcome to UNGM.

Your UNGM user name is bbi.km@stork.dk and your UNGM number is 469222.

To activate your account, please click once on the link below.

https://www.ungm.org/Account/Account/Recovery?c=ac64056-510e-466e-9a7d-07244175a245 or copy the link into a web browser. This link will remain active until you have activated your account.

If you cannot find this email later, please remember that you can still log into your newly created account using your email address and password. You can resend this activation link to yourself from the Email icon on the top banner of the page.

Tender Alert Service

- Once you have activated your account, you are able to subscribe to the Tender Alert Service.
- Subscribing to the Tender Alert Service will allow you to receive notification of relevant tender notices directly by email. No need to daily search through long lists of tender notices.
- You do not have to complete the registration process, to make use of this service.

Help
At any stage during the registration process or when using https://www.ungm.org/, you are able to get assistance by using the Help button in the right-hand bottom of the webpage. We will

(Example shown below)

7. Once your account is activated, please click on the 'Registration' link in the left-hand menu to access the registration form. Complete your vendor registration form in UNGM. When finished, please do not forget to click the 'Submit' button.

Please complete the registration form and make sure all tabs are successfully filled.

Note: Tabs which appear in red have not been successfully completed.
In the 'UN organizations' tab, please remember to review the list of UN organizations your company was matched with. Once you have considered which organizations you are interested in, please submit your registration form by clicking on the 'Submit my registration' button.
We also recommend you to review the 'Registration Process' link in the left hand side menu for further information and detailed instructions on how to proceed in order to complete your UNGM Registration. [https://www.ungm.org/Public/Pages/RegistrationProcess](https://www.ungm.org/Public/Pages/RegistrationProcess)

For more information on the UNGM vendor registration process, please [click here](https://www.ungm.org/Public/Pages/RegistrationProcess).

It should take approximately 5 to 10 minutes to complete the Basic level of registration. If you need any assistance or require more information, please do not hesitate to use the Help.

In addition, please find below the following video guideline on how to successfully register your company on UNGM: [https://www.ungm.org/Public/Video/View/3](https://www.ungm.org/Public/Video/View/3)
For further assistance, do not hesitate to contact your UNICEF contact or the UNGM administration office:

✓ UNICEF contact: supplierapplication@unicef.org
✓ Via the Help functionality available on the site www.ungm.org
✓ Via email at registry@ungm.org

END