



United Nations Children's Fund
UNICEF
P.O. Box 2-154
BANGKOK
Thailand

Telephone +66 23569499
Facsimile
Email

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-OSR-2013-9109933

16 December 2013

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Conduct a Review of Alternative Care in Thailand

SEALED proposals should be sent to:

UNICEF
Attention: Common Service Unit
UNICEF,
19 Phra Atit Road,
Banglumpoo, Bangkok 10200,
Thailand

EMAILED proposals should be sent to:

supplybangkok@unicef.org

IMPORTANT - ESSENTIAL INFORMATION

The reference **LRPS-OSR-2013-9109933** must be shown on the envelope containing the proposal. Proposals must be sent separately and must not be included in packages containing samples.

The Request for Proposal for Services form must be used when replying to this invitation. You are welcome to enclose your own specifications, if necessary.

Proposals must be received at the above address **by latest 10:00 hours (Bangkok time) on 05 February 2014** and will be opened at 10:30 hours (Bangkok time) on 06 February 2014. Request for Proposal for Services received after the stipulated date and time will be invalidated.

It is important that you read all the provisions of the Request for Proposal for Services to ensure that you understand and comply with the UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



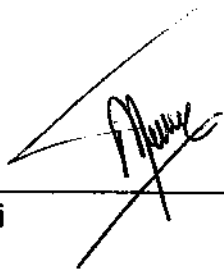
Date: 16 Dec 2012

Orapan Srimanotham

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

Email : osrimanotham@unicef.org

Approved By:



Date: 16/12/2012

Gaudeamus Mbabazi



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-OSR-2013-9109933** 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 _____

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Item	Service Description	Quantity	Unit	Unit Price	Price
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10 Review of Alternative Care in Thailand

TERMS OF REFERENCE

Nature of Consultancy:

To conduct a Review of Alternative Care in Thailand: Policy to Practice with special focus on Children Affected by HIV/AIDS (CABA).

Work Assignments:

1. Understand extent of all children in alternative care settings, including those in public and private settings, in registered or unregistered facilities, including those affected by HIV, through development of disaggregated data estimates.
2. Conduct an analysis of the drivers behind children being placed in alternative care settings, and whether these are different for children affected by HIV/AIDS.
3. Conduct an analysis of the situation of children in extended family care situations (kinship) and in out-of-home care including residential facilities, The terms #residential# and #institutional# care are used interchangeably for this review and fostering Fostering is defined as care provided by a family that is not related to the child. However, in Thailand, some organizations use the term to include placement and support of the child within the extended family. In this document, the latter is referred to as kinship care.
 - . Highlight some of the critical factors for success in placing children in family-based settings.
4. Review of what is needed to reintegrate children in residential care back into families # whether there are particular challenges for children living with HIV - and how this links to social protection (e.g. if the cause is poverty, how can families who are taking children back be linked to potential cash transfer programmes?)
5. Review challenges facing children with special needs (including HIV) who are living in alternative care, and measures being implemented to address those needs.
6. Review and document the legal and policy framework and associated implementation related to different types of alternative care services. This will also include a review of the ability of the responsible agency under the laws to fulfill its mandate on alternative care arrangement for children both in terms of setting up and maintaining standards of care for children in different types of care and identifying all residential facilities- registered and unregistered, and subsequently monitor and oversee them. Existence of, and application of policy / standards related to the following areas will receive particular attention:
 - a. Steps to prevent separation
 - b. Preference for placement of children in family-based care
 - c. The use of institutionalization as a temporary measure, especially for young children
 - d. Involvement of children, especially adolescents, in decisions about their placement
 - e. Levels of adherence by different types of providers and in different alternative care settings to national health, education, protection, nutrition, and safety standards.
7. Mechanisms in place to prevent and address cases of exploitation, neglect, and abuse.
8. Assess the capacity of Government officials, service providers and local organizations / associations to promote the wellbeing of children in need of alternative care and the capacity to support and monitor that care.
9. Identify good practice and make recommendations for the improvement of procedures and practice in family reunification (where applicable), transfer to kinship, foster care settings or other long-term care arrangements; and



Item	Service Description	Quantity	Unit	Unit Price	Price
	<p>mechanisms to monitor and follow up with children in care settings not directly managed by government authorities.</p> <p>10. Review the need for building (or strengthening) an M&E system or database that could facilitate the Ministry of Social Development and Human Security better monitor the placement and quality of care of all children in alternative care (public and private).</p> <p>For each of the study objectives listed above, specificities related to children affected by HIV/AIDS will be integrated into the methodology with support from global technical assistance provided by UNICEF.</p> <p>Work Schedule:</p> <p>Month 1 Consultations with UNICEF regarding the review, initial document review, discussion with selected stakeholders, and planning for scoping exercise.</p> <p>Months 2 - 3 Scoping exercise involving meetings with key informants and development of inception report to be reviewed and approved by UNICEF</p> <p>Months 4 - 8 Primary data collection and analysis of primary and secondary data; presentation of initial findings; preparation of draft report and submission to UNICEF and Technical Working Group for review and comment</p> <p>Month 9 Revision of draft report and organization of national consultation in collaboration with UNICEF</p> <p>Month 10 Submission of finalized products including inception report, final report (English), synthesis report (English and Thai); and copies of PowerPoint presentations used to convey key findings.</p> <p>End Product(s):</p> <ol style="list-style-type: none"> 1. Inception report (in English) 2. Presentation of initial findings to key stakeholders (in Thai) 3. Final report (in English) 4. Synthesis report with findings (approximately 20-30 pages) (in Thai and English) 5. Organization of National Consultation and Presentation of Findings (in Thai) <p>Estimated Duration of Contract:</p> <p>The review is expected to take approximately 10 months to complete.</p> <p>Official Travel Involved:</p> <p>Travel is expected to approximately 5 provinces in Thailand for purposes of the scoping exercise and subsequent data collection. As such, each of the provinces will likely be visited at least twice, once for the scoping exercise, and once for data collection purposes. For team members not based in Thailand, economy class travel to Thailand for purposes of support to the study is expected. Costs for travel and associated per diem should be calculated into the financial proposal.</p>	1	PU		



SPECIAL NOTES

Pre-bid Conference for clarifications on the process and technical information:

UNICEF Thailand Office is pleased to offer a bidder's conference for interested institutions. During the conference, UNICEF will review its expectations for the study and provide an opportunity to clarify any questions regarding the application process and project requirements.

The bidders' conference is scheduled to be convened on Wednesday, 8 January at 08:00 am (Bangkok time) and interested institutions may participate in the bidders' conference in person or via teleconference.

For institutions opting to attend in person, the conference will be held in the 1st floor meeting room at UNICEF Thailand's offices in Bangkok. Bidders interested in attending in person are kindly requested to notify Ms. Orapan Srimanotham at osrimanotham@unicef.org with copy to Natalie Au-Yeung at nauyeung@unicef.org. Map and directions will be provided upon request.

For institutions participating via teleconference, please follow the below dial-in instructions at the conference start time:

Dial-in number for participants outside Thailand: +66-2-304-9300 (no password is required)

Dial-in number for participants inside Thailand: 02-304-9300 (no password is required)

Once you dial the number, you will be prompted to say your name (or name of institution). The system will announce your name to the conference when you join and also when you leave to serve as a simple mechanism to ensure that you have joined the right conference.

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

1.0 UNICEF, the United Nations Children's Fund, an international, inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December, 1946 as a subsidiary organ of the United Nations, having its headquarters in New York, with offices in over 160 countries spanning 260 locations.

2.0 UNICEF works with governments, civil society organizations, and other organizations around the world to advance children's rights to survival, protection, health, development and participation and is guided by the Convention on the Rights of the Child.

3.0 BACKGROUND TO THE ASSIGNMENT

The purpose of the assignment is to capture more accurate and detailed information regarding children in various forms of alternative care in Thailand, as well as the legal, policy, management/oversight environment surrounding them in order to plan and program more strategically in the area of alternative care, and simultaneously contribute to the global evidence base for international recommendations on alternative care.

For more details, please refer to the attached Terms of Reference.

4.0 PURPOSE OF THE RFPS

The purpose of the Request for Proposal for Services (RFPS) is to select a qualified institution to



conduct a Review of Alternative Care in Thailand: Policy to Practice with special focus on Children Affected by HIV/AIDS (CABA).

5.0 CONTRACTUAL PROCESS

The tentative schedule of the contractual process is as follows:

- 1) Technical and financial proposals received no later than 10:00 AM Bangkok time
Date: 5 February 2014
- 2) Bid Opening at 10:30 AM Bangkok time
Date: 6 February 2014
- 3) Technical evaluation completed by
Date: 20 February 2014
- 4) Commercial evaluation completed by
Date: 27 February 2014
- 5) Expected Institutional/Corporate Contracts Award Date
Date: tentatively within March 2014

6.0 PROCEDURES AND RULES

6.1 Confirmation of the receipt of the RFPS: Proposers are requested to confirm the receipt of this Request for Proposal for Services to the following UNICEF contact person: Ms. Natalie Au-Yeung at email: nauyeung@unicef.org with copy to Ms. Orapan Srimanotham at email: osrimanotham@unicef.org or by fax: 662-280-7056. In your correspondence, please give the full contact name, title, address, telephone, fax number and email address of the individual responsible for handling this RFPS in your firm.

6.2 Intention to Bid: Proposers are requested to indicate whether or not your firm intends to submit a proposal and if not, indicate the reasons why your firm will not bid. Proposers are requested to confirm their intention to submit their proposal, by sending an e-mail to Ms. Natalie Au-Yeung at nauyeung@unicef.org with copy to Ms. Orapan Srimanotham at osrimanotham@unicef.org.

6.3 IF THIS REQUEST WAS DELIVERED TO THE WRONG ADDRESS, we request that it be promptly re-directed to the person responsible for this field of activity within your institution. We apologize for any inconvenience.

7.0 RFPS CHANGE POLICY

7.1 All requests for changes or alterations to the Request for Proposal for Services or requests for clarifications must be submitted in writing by fax or e-mail to Ms. Natalie Au-Yeung at email: nauyeung@unicef.org with copy to Ms. Orapan Srimanotham at email: osrimanotham@unicef.org or by fax: 662-280-7056.

Information provided verbally will not be considered a fundamental change and will not alter this RFPS.

7.2 Any request for information/clarification regarding the technical specifications or the attached Terms of Reference should be submitted via e-mail to Ms Orapan Srimanotham at osrimanotham@unicef.org with a copy to Ms Natalie Au-Yeung at email: nauyeung@unicef.org no later than 21 January 2014. Inquiries received after that deadline cannot be guaranteed any

response. Only written inquiries will receive an answer.

Please be informed that if the question is of common interest, the answer will be shared with all potential proposers.

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

7.4 Proposals may be withdrawn in writing by fax 662-280-7056 or e-mail to Ms. Natalie Au-Yeung at nauyeung@unicef.org, with copy to Ms. Orapan Srimanatham at osrimanatham@unicef.org prior to the opening time and date. Negligence on the part of the proposer confers no right for the withdrawal of the Proposal after it has been opened.

8.0 RFPS RESPONSE FORMAT

Marking and Returning Proposals

Proposals should be submitted in ENGLISH and must be received no later than 5 February 2014 by 10:00 a.m. Bangkok time.

Bidders have the options to submit their proposals via ONE of the following TWO channels:

1. By Hand or By Mail
2. By Email

Option One - By Hand or By Mail

8.1 Full proposals should be submitted in English in TWO (02) original hard copies duly signed and dated. An electronic version on CD should also be included (optional). Proposers must submit a sealed proposal, ensuring separate envelopes for the Technical Proposal and the Price Proposal. The Price Proposal must be submitted in a sealed envelope separate from the rest of the proposal. Prices or rates shall not appear in any other part of the proposal.

8.2 SEALED PROPOSALS must be securely closed in the Proposal Envelope, clearly MARKED on the outside with the PROPOSAL NUMBER: LRPS-OSR-2013-9109933 and dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE stated above and on the front of the RFPS. Sealed proposals should be sent to:

UNICEF
19 Phra Atit Road
Pra Nakorn District, Bangkok 10200
Thailand
Ref: LRPS-OSR-2013-9109933
(Alternative Care in Thailand)

Proposals received in any other manner may be INVALIDATED.

8.3 The Proposal Envelope must contain two separate sealed envelopes, one containing the Price Proposal and one containing the Technical Proposal. Each of the two must be clearly marked with the Proposal Number and Type, i.e. either Technical Proposal or Price Proposal.

8.4 In the sealed envelope named "LRPS-OSR-2013-9109933 - Technical Proposal" the



Proposer must submit two (2) hardcopies and one (1) electronic PDF version on CD (optional), of the Technical Proposal.

8.5 In the sealed envelope named "LRPS-OSR-2013-9109933 - Price Proposal" the Proposer must submit two (2) hardcopies and one (1) electronic PDF version on CD (optional), of the Price Proposal.

8.6 Proposals must be signed by an authorized representative of the proposer's company.

Option Two - By Email

8.7 Submissions via email must be submitted to the following email address ONLY (NO COPYING TO OTHER UNICEF EMAIL ADDRESSES):

supplybangkok@unicef.org

Submissions to other email addresses will NOT be accepted. The proposals should be attached to the email submission and all attachments should be in a non-editable format (e.g. PDF).

The following must be clearly stated in the subject line of the email:

- a. Proposal Number
- b. Title of RFP
- c. Company Name

Please ensure that the Technical Proposal is in a separate file from the Financial Proposal and in the body text please clearly indicate the contents of the attachments.

Please note that the maximum file size of your submission should be limited to 10MB per email to ensure proper delivery to our inbox.

8.8 All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

8.9 The proposer must provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in the Terms of Reference to allow the evaluation team to make a fair assessment of the proposers and their proposals.

8.10 Offers delivered at a different address or in a different form than prescribed in this RFPS, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

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

9.0 CONFIDENTIAL INFORMATION

9.1 Information which the Proposer considers confidential or proprietary must be marked clearly as such next to the relevant part of the text, and UNICEF will then treat such information in confidence.

10.0 RIGHTS OF UNICEF



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

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

10.3 UNICEF also reserves the right to negotiate with the Proposer(s) who have submitted the most responsive evaluated proposals.

10.4 UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal for Services. This RFPS, along with any inquiries and responses thereto, and the proposals shall be considered the property of UNICEF and the proposals will not be returned to their originators.

11.0 PROPOSAL OPENING

11.1 Offers will be opened at 10:30 a.m. Bangkok time on 6 February 2014

B. TECHNICAL AND COMMERCIAL PROPOSAL REQUIREMENTS AND CONTENT

1.0 INFORMATION IN THE PROPOSAL

1.1 The proposer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this Request for Proposal for Services and the attached Terms of Reference. The proposal shall be composed of separate technical and financial proposals and shall adhere to the following:

1.1.1 It is MANDATORY that the company's proposal numbering system corresponds with the numbering system used in the body of this RFPS. All references to descriptive material and brochures should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

1.1.2 Categories of information that are considered a mandatory requirement of this RFPS are outlined in the attached Terms of Reference.

1.1.3 The proposer must also provide sufficient information in the proposal to address each area of the items in the mandatory requirements to ensure the evaluation team can make a fair assessment of the company based only on its proposal. The Technical Proposal MUST cover the areas as set in the attached Table 1 - Evaluation Assessment Criteria.

2.0 COMMERCIAL/PRICE PROPOSAL

2.1 The following commercial criteria must be outlined in the commercial proposal:

- Currency: US Dollar
- Price Proposal - Proposers MUST use the attached Table 2 'Schedule of Fees'

2.2 UNICEF reserves the right to:

- Contact any or all references provided by the proposer;
- Request additional supporting or supplementary information;
- Arrange interviews with the proposer(s);
- Accept any proposals in whole or in part;
- Reject any or all proposals submitted;



- Enter into negotiations with the most favorable proposer(s), as appropriate;
- Award contract(s) to more than one proposer for portions of the Terms of Reference defined herein, if UNICEF considers this to be in its best interests.

3.0 PROPOSAL EVALUATION PROCESS AND METHOD

3.1 UNICEF will set up an evaluation/selection team composed of technical and contracting representatives. Following the submission of the proposals, an evaluation will be conducted to assess the merits of each proposal. The evaluation will be restricted exclusively to the contents of the proposal, references and corporate financial health.

3.2 Each response will first be evaluated by UNICEF for compliance with the mandatory requirements of this RFPS. Mandatory requirements are indicated throughout this RFPS by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the proposer. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

3.3 Failure to comply with any of the terms and conditions contained in this RFPS, including the provision of all required information, may result in a proposal being disqualified from further consideration.

3.4 At the next stage, the responses which comply with the stated mandatory criteria will be evaluated in accordance with the technical evaluation criteria as outlined in this Terms of Reference and according to the relative weighting that UNICEF ascribes to each criterion.

3.5 For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 56. Proposals not meeting this minimum score will be considered technically non-complaint and will be given no further consideration.

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

3.7 Only at this stage will price be considered. The price/cost of each of the technically compliant proposals will be considered using the same methodology. The proposers should ensure that all pricing information is provided in accordance with the #Schedule of Fees# attached to this RFP.

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

3.9 Finally, the overall score for each of the proposals is calculated based on a ratio of 80:20 between the technical and commercial proposal.

Maximum Points	
Technical Proposal Score	80
Price Proposal Score	20
Overall Proposal Score	100 points

C. COMMERCIAL PROVISIONS

1.0 PERFORMANCE



The resulting Institutional/Corporate Contract(s) and/or Long Term Arrangement(s) will define all applicable authorities related to this engagement. UNICEF will, together with the selected contractor(s), determine the criteria for fulfillment of the contract.

2.0 PROPERTY OF UNICEF

This Request for Proposal for Services, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

3.0 MOST FAVOURED PRICING

3.1 Proposers are requested to provide prices in US Dollar.

3.2 Proposers are requested to confirm any discounts applicable to their proposals.

3.3 Proposers are requested to confirm any further discounts available for payment before UNICEF standard payment terms i.e. net 30 days.

4.0 VALIDITY OF PROPOSALS

4.1 Proposals should be valid for a period of not less than 60 days after proposal opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their proposal, as UNICEF may issue contracts against the most responsive evaluated proposal if requests for identical services are received from our offices/divisions during the proposal validity period. UNICEF may also request the validity period to be extended.

5.0 UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts included in this RFPS will form part of any resulting contract.

6.0 FULL RIGHT TO USE AND SELL

6.1 The proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

7.0 REFERENCES

7.1 The proposer is requested to provide the name of at least three (3) clients to whom it provides similar services. UNICEF reserves the right to contact these references, without notifying the proposer.

8.0 PROPOSER'S REPRESENTATIONS

8.1 The proposer represents and warrants that it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform his or her obligations under any resulting Contract.

9.0 ERROR IN PROPOSAL

9.1 Proposers are expected to examine all Schedules and all Instructions pertaining to the work

or Proposal. Failure to do so will be at proposers own risk. In case of errors in the extension price, unit price shall govern.

10.0 AWARD / ADJUDICATION OF PROPOSALS

10.1 The Institutional/Corporate Contract(s) and/or Long Term Arrangement(s) for Services will be awarded to the Proposer offering the most responsive evaluated proposal and whose services are commercially, technically acceptable, and whose Proposal is in compliance with all Instructions, Specific Terms and Conditions, Special Notes and General Terms and Conditions contained in the RFPS, providing the Proposal is reasonable and it is in the interest of UNICEF to accept it.

10.2 UNICEF reserves the right to make multiple arrangements for any item(s)/services where, in the opinion of UNICEF, the most responsive evaluated Proposer cannot fully meet the requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the most responsive, second most responsive and third most responsive, etc. evaluated proposal which meets all the requirements stated in the RFPS document.

10.3 In case of an award, Proposers who have not previously received Institutional/Corporate Contracts and/or Long Term Arrangement(s) from UNICEF may receive an Institutional/Corporate Contract and/or Long Term Arrangement for a limited service period until satisfactory performance is established.

11.0 SUPPLIER REGISTRATION

11.1 Proposers are required to provide institutional/corporate information including bank details for the registration with UNICEF before a formal award can be made.

12.0 Payment Terms

12.1 Payment will be made only upon UNICEF's acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on earlier payment, if available. 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.

D. GENERAL PROVISIONS

1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY

In the event that the Contractor offers a lower price to the General Services Administration (GSA) of the federal government of the United States of America for similar services, UNICEF shall be entitled to same lower price. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES

2.1 UNICEF is entitled to receive the same pricing offered in contracts with the United Nations and/or its Agencies. The attached UNICEF General Terms and Conditions for Institutional/Corporate Contracts shall have precedence.

3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION



3.1 By submitting an offer the proposers certify that UNICEF, for Contracts resulting from this Request for Proposal for Services, is not being charged more than other clients for similar services and similar quantities and within similar circumstances.

4.0 LIQUIDATED DAMAGES

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

5.0 ORDER OF PRECEDENCE

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts to this RFPS shall apply to any resulting LTAS and/or Institutional/Corporate Contracts. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) UNICEF General Terms and Conditions for Institutional/Corporate Contracts;
- (b) LTAS/Institutional/Corporate Contract.

6.0 UNETHICAL BEHAVIOUR

6.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF suppliers / contractors. Accordingly, any registered company that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

7.0 CORRUPT AND FRAUDULENT PRACTICES

7.1 UNICEF requires that all suppliers / contractors associated with this Institutional/Corporate Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) 'corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among proposers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a supplier / contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed

contract.

8.0 GUIDELINES ON GIFTS AND HOSPITALITY

8.1 Suppliers / contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

9.0 POST-EMPLOYMENT RESTRICTIONS

9.1 The United Nations (UN) has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15.

9.2 For a period of one year following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from seeking or accepting employment with, or otherwise accepting any form of compensation or financial benefit from, any UN contractor or vendor of goods and services, regardless of location, which conducts business with the UN or seeks to do so and with whom such staff members have been personally involved in the procurement process during the last three years of service with the UN.

9.3 For a period of two years following separation from service, former staff members who have participated in the procurement process for the UN before separation of the service are prohibited from knowingly communicating with, or appearing before, any staff member or unit of the UN on behalf of any third party on any particular matters that were under their official responsibility relating to the procurement process during the last three years of their service with the UN.

9.4 The United Nations respectfully requests all contractors and vendors to adhere to these regulations. Any UN contractor or vendor who offers employment, hires or otherwise compensates staff members in violation of the provisions of the bulletin may be subject to having its registration as a qualified vendor with the UN barred, suspended or terminated, in accordance with UN procurement policies and procedures.

10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

10.1 Only suppliers found to be responsible or conditionally responsible are eligible to be awarded UNICEF contracts and/or to bid on UNICEF solicitations. To be deemed a responsible supplier with whom UNICEF will conduct business, a supplier should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. Suppliers are therefore required to disclose to UNICEF whether they are subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organization.



UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

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

3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

6. LEGAL STATUS.

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

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

performing work or services in connection with this Contract.

- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) name UNICEF as additional insured;
 - (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
 - (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

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

11. ENCUMBRANCES/LIENS

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

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

14. CONFIDENTIAL NATURE OF DOCUMENTS

- (a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

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



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forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

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

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

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

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

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

18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

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

20. OFFICIALS NOT TO BENEFIT

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

21. PROHIBITION ON ADVERTISING

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

22. SETTLEMENT OF DISPUTES

Amicable Settlement

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

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

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24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

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

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

