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Request for Proposal (RFP)

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RFP Issue Date : **28 August 2017**
Proposal Submission Due Date : **12 September 2017**

UNITED NATIONS CHILDREN'S FUND (UNICEF) wishes to invite applications for the following proposal for the UNICEF Pacific Office:

Request for Proposal No. 2017-006-1 – Individual or Institutional Consultancy for Knowledge, Attitudes and Practice (KAP) Study on Children with Disabilities in Vanuatu.

Please find attached a detailed Terms of Reference.

IMPORTANT ESSENTIAL INFORMATION

IMPORTANT! ESSENTIAL INFORMATION:

Your offer comprising of a Technical Proposal and a Price Proposal, in two separate envelopes referenced **RFP 2017/006-1/Technical and RFP 2017/006-1/Financial** should be received at the UNICEF Suva Office or this could be e-mailed to pacificbids@unicef.org and referenced in separate e-mails to **RFP 2017/006-1 Technical** and **RFP 2017/006-1/Financial** by latest **5.00 pm on Tuesday, 12 September 2017 (Fiji time)**. Proposals received after the stipulated date and time will be invalidated. It is important that you read all of the provisions of the Request for Proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

THIS REQUEST FOR PROPOSAL HAS BEEN:

PREPARED BY: Christine Calo-oy, Senior Supply Assistant, UNICEF Pacific

E-mail: ccalooy@unicef.org

Telephone: +679 3236142/3300439 Ext 142 – Telefax: +679 3301667

(To be contacted for additional information. NOT FOR SENDING OFFERS)

VERIFIED BY: _____



Dorette Mar
Chief of Operations OIC

BID FORM must be completed, signed and returned to UNICEF.
Bid must be made in accordance with the instructions contained in this PROPOSAL.

TERMS AND CONDITIONS OF CONTRACT

Any contract resulting from this PROPOSAL shall contain UNICEF's General Terms and Conditions and any other Specific Terms and Conditions detailed in this PROPOSAL.

INFORMATION

Any request for information regarding this PROPOSAL must be forwarded by e-mail to the attention of the person who prepared this document, with specific reference to the Invitation number. The Undersigned, having read the Terms and Conditions of PROPOSAL number RFP # 2017/006-1 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name: _____

Title of Position: _____

Company: _____

Office Location: _____

Postal Address: _____

Phone Numbers: _____

Mobile Number: _____

Fax: _____

E-mail: _____

Validity of Offer: _____

Currency of Offer: _____

1 PROCEDURES AND RULES

1.1 ORGANISATIONAL BACKGROUND

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

1.2 PURPOSE OF THE RFP

The purpose of this RFP is to invite proposals for **"Individual or Institutional Consultancy for Knowledge, Attitudes and Practice (KAP) Study on Children with Disabilities in Vanuatu"**.

1.3 REQUESTS FOR CLARIFICATION

All requests for formal clarification or queries on this RFP must be submitted in writing to Christine Calo-oy, via email at ccalooy@unicef.org by COB **12 September 2017 at 5.00 pm**. Please make sure that the e-mail mentions the RFP #2017/006. Only written inquiries will be entertained. Please be informed that if the query is of common interest, the question and answer will be shared with all invitees, without disclosing the source of the inquiry.

1.4 RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later than **5.00 pm on Tuesday, 12 September 2017**, duly signed and dated. Bidders must submit proposals, in **two separate sealed envelopes for:**

- a) The Technical Proposal
- b) The Price Proposal.

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. The bidder must submit three (3) copies of the technical proposal in one envelope. One (1) copy of the price proposal must be submitted in a separate sealed envelope. The envelopes must be clearly marked as follows:



Envelope: Technical Proposal: **Name of company**
RFP #2017/006-1 Technical Proposal



Envelope: Price Proposal: **Name of company**
RFP #2017/006-1 Price Proposal

With both envelopes containing the address:



UNICEF Pacific Office
3rd Floor, Fiji Development Bank Building
360 Victoria Parade, Suva
Fiji
RFP 2017/006-1 – Individual or Institutional Consultancy for
Knowledge, Attitudes and Practice (KAP) Study on Children with
Disabilities in Vanuatu".

Proposals received in any other manner will be invalidated. The formal submission requirements as outlined in this Request for Proposal must be followed. The completed and signed Bid Form must be submitted together with the proposal. The technical proposal should address all aspects and criteria outlined in this Request for Proposal.

(The technical proposal should not contain price information.)

1.5 RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. The Bidder agrees to be bound by the decision of UNICEF.

1.6 PROPOSAL EVALUATION

Each proposal will be assessed first on its technical merits and subsequently on its price. Responses deemed not to meet all of the mandatory technical requirements will be considered noncompliant and rejected at this stage without further consideration. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The proposals will be evaluated against the following:

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

Technical Criteria	Description of Technical Sub-criteria	Maximum Points %
Qualifications	Team leader: Ten years of professional work experience relevant to conduct of KAP studies is required. Advanced degree in human rights, law, social work, political science or any relevant social sciences. A study team with multi-disciplinary background such as disability, statistics, research and analysis, social sciences and development is preferable.	10
Experience	The suitable consultant(s) should have experience in designing, conducting, and managing surveys related to children's issues and/or social development. Proven experience in conducting qualitative and quantitative research is required; experience of consulting with children and adults with disabilities and experience in conducting surveys with children is an asset. The consultant(s) should have experience in producing high-quality reports and analysis. Work experience with UN and international organizations is an asset.	20

Proposal	Based on TOR	40
Maximum Points		70
Total Score for Technical Proposal		

Financial Proposal	30
---------------------------	-----------

70 Technical

Upon further assessment, the following results were obtained:

Technical Criteria	Description of Technical Sub-criteria	Maximum Points %
Total Score for Technical and Financial Proposal		100

As such, the order of recommended candidates are as follows:

1. 1st recommended:
2. 2nd recommended:
3. 3rd recommended:

ii. Price Proposal (Fx)

The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price.

The lowest financial proposal will receive the maximum points, i.e. 100 points. And the other proposals are rated as follows:

$$P = y(x/z)$$

Where

P= points for the financial proposal being evaluated;

y= maximum number of points for the financial proposal

x= price of the lowest price proposal

z= price of the proposal being evaluated

Weighted Total score (Wx)

$$Wx = (70\% \text{ of } Tx) + (30\% \text{ of } Fx)$$

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the assignments goals. The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

1.7 PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.8 VALIDITY

Proposal must be valid for a minimum of sixty (60) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorized representative of the institution. Bidders are requested to indicate the validity period of their proposal. UNICEF may also request for an extension of the validity of the proposal.

1.9 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Special and General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

1.10 PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Price proposals should include proposed stage payments according to deliverables. Payments will be effected upon satisfactory submission of deliverables and done by bank transfer in the currency of billing.

ANNEX I - UNICEF SPECIAL TERMS AND CONDITIONS

1. UNETHICAL BEHAVIOUR

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

2. CORRUPT AND FRAUDULENT PRACTICES

UNICEF requires that all bidders associated with this Invitation to Bid/Request for Proposal 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 anything 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 bidders (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 have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a bidder 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.

3. GUIDELINES ON GIFTS AND HOSPITALITY

Bidders 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.

4. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the 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 services ; and

(ii) use an expedited means of delivery, at the Contractor's cost, if reasonably so requested by UNICEF.

5. RIGHTS OF UNICEF

In case of failure by the Contractor to perform under the terms and conditions of this Contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;
- (b) refuse to accept delivery of all or part of the services;
- (c) terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF;
- (d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deducts 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

ANNEX II - 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-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.

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 performing work or services in connection with this Contract.

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) name UNICEF as additional insured;

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

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

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

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 fulfill 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 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

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, 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

(a) 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.

(b) 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.

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 large proportions are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

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

27. REPLACEMENT OF PERSONNEL

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

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall:

- (i) notify the project authority at least fourteen (14) days in advance, and
- (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:
 - (a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.
 - (b) Personnel whose resumes were submitted with the proposal; and
 - (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.

ANNEX III - UNICEF STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTORS

1. Legal Status

Contractor(s) is an independent Contractor and is not an employee of UNICEF. Contractor(s) is not a 'staff member' under the Staff Regulations of the United Nations or an 'official' for the purposes of the Convention of 13 February 1946 on the privileges and immunities of the United Nations. All employees of Contractor(s) remain as such while on UNICEF premises and for the duration of this Contract. Contractor(s) shall not have the legal authority to contractually bind UNICEF in any way beyond this agreement.

2. Contract Administration

The contract will be issued by the Supply Section of UNICEF Pacific Office in the form of a Service contract based on agreed upon prices as specified in the Financial Bid. The Contract will be overseen by a designated UNICEF Supervising Officer.

3. Contract Modifications

Any and all modifications to the Contract shall take the form of a written Amendment which shall be valid on the signature by the appointed official of both parties and shall be attached to this body Contract.

4. Termination of Contract

The Contract may be terminated by either party before the expiry date of the agreement as stipulated in conditions of contract, save in the instance of breach of this agreement, whereupon the Contract shall terminate immediately.

Non performance under the terms and conditions of the agreement including but not limited to failure at any point of the function procedure will result in breach of agreement. UNICEF may provide Contractor(s) with 30 days notice to perform after which point the agreement will be terminated. In the event of the agreement being terminated prior to its expiry date due to either notified termination or breach, the Contractor(s) shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNICEF.

UNICEF retains the right to procure any, all or part of the services herein contracted from any source, on breach of this agreement.

5. Contractor(s) Company Modifications

Where the Contractor(s) should change or alter the company name or where the Contractor(s) payment details change, including but not limited to change of account name, or location, UNICEF will take instruction from the Company designated signatory in writing as to those changes, and will act on that instruction alone. UNICEF will not accept any liability for any eventuality which may take place due to the implementation of the instructed change.

6. Taxation

UNICEF undertakes no liability for taxes, duty or other contribution payable by the Contractor(s) on payments made under this contract. UNICEF is exempt from paying any duties or local taxes.

7. Language

The Contract will be executed in the English language.

8. Privileges and Immunities

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

Contractor Obligations:

9. Agreement Integrity

The Contractor(s) shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of the services under the contract. The Contractor(s) shall refrain from any action, which may adversely affect UNICEF and shall fulfill its commitments with fullest regard for the interests of UNICEF.

10. Confidentiality

Any information received by Contractor(s) during the course of Contractor's performance under the Contract which concerns UNICEF and/or the United Nations or any of its entities in any way whatsoever shall be kept in full confidence and shall not be revealed to any person, firm, organization or entity.

11. Use of UNICEF logo, name and emblem

The Contractor(s) shall not advertise or otherwise make public the fact that it is a Contractor(s) of UNICEF, nor shall the Contractor(s), in any manner whatsoever, use the name, logo, or signature of UNICEF, or any abbreviation of the name of UNICEF in connection with its business or otherwise.

12. Prohibition of Advertising

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

13. Title rights

- a. UNICEF shall be entitled to all proprietary rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is used in consequence of the services provided to the organization by the Contractor(s). Materials include but are not limited to, information, images, logos, graphics, sounds, software, and documentation. At the request of UNICEF, the Contractor(s) shall assist in and take all necessary steps to execute all necessary documents, secure such proprietary rights and transfer them to UNICEF where applicable. On completion of each stage of the contract execution the title rights relating to contract deliverables will vest in UNICEF and on completion of the contract all outstanding title rights will vest in UNICEF. Adaptation or change made to the materials by the Contractor(s) does not affect title rights, regardless as to whether the change(s) was made under the terms and scope of this agreement or by independent act by the Contractor(s).
- b. Title to any equipment, supplies, documentation, property and information in any form which has been furnished by UNICEF shall rest with UNICEF and any such equipment, supplies, documentation, property and information shall be returned to UNICEF at the conclusion of the contract or when no longer required by the Contractor(s) in the execution of the appointed tasks, such equipment, supplies, documentation, property and information when returned to UNICEF, shall be in the same condition as when delivered to the Contractor(s), subject to normal wear and tear. Adaptation or change made to the equipment, supplies, documentation, property and information by the Contractor(s) does not affect title rights, regardless as to whether the change(s) was made under the terms and scope of this agreement or by independent act by the Contractor(s).

14. Assignment to Subcontractors

The Contractor(s) shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Agreement or any of the Contractor(s) rights or obligations under the Agreement. Where such an Agreement is entered into, UNICEF shall be charged at the cost rate for the subcontractor services. Were Contractor(s) found to have received any profit from such an Agreement, such action would constitute breach of this Contract.

15. Contractor(s) Agents/Employees

All Contractor(s) agents or employees assigned to UNICEF projects shall be named and identified prior to their assignment, this list shall be provided to the Supervising UNICEF Officer prior to the commencement of the Contract. Contractor(s) shall vouch for their professional ability. Contractor(s) will provide resumes of designated staff to UNICEF on request. Contractor(s) will provide prior written notice to UNICEF in the case that any agent/employee is reassigned from UNICEF projects, this notice shall include the name and relevant details of the proposed replacement.

16. Indemnification

The Contractor(s) shall indemnify, hold and save harmless and defend at its own expense UNICEF, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of act or omissions of the Contractor(s) or its employees in the performance of this Agreement.

17. Safety

Contractor(s) shall be solely responsible for complying with all relevant safety laws and regulations and for taking all necessary safety precautions in connection with the performance of the agreement in order to protect all persons and property.

18. Insurance

Contractor(s) is fully responsible for arranging, at own expense, such life, health and other forms of insurance for Contractor(s) staff covering the period of service on behalf of UNICEF. The responsibility of the United Nations is limited solely to the payment of compensation under the conditions described in the Concept, Design and Prepress Reference Price List.

19. Payment Terms

UNICEF shall on fulfillment of the Delivery Terms unless otherwise specified make payment within 30 days of receipt of the Contractor(s) invoice for the deliverables as specified in the Agreement.

Unless authorized by UNICEF a separate invoice must be submitted in respect of each Purchase Order/work-order/contract where applicable. Each invoice shall indicate the identification number of the corresponding contract document.

Proof of dispatch or delivery note certified by the UNICEF designated consignee(s) attesting to the delivery and satisfactory condition of articles or services (original and 1 copy) must be submitted with the invoice.

UNICEF shall have a reasonable time which shall not exceed sixty (60) days after delivery of the deliverables inspect them and to reject and refuse acceptance of deliverable which do not conform to the Agreement, or accepted industry standards.

Payment for goods/services/deliverables pursuant to the Agreement shall not be deemed an acceptance of the goods/services.

20. Limitation of Expenditure

No increase in the total liability of UNICEF or in the price of supplies/services will be authorized or paid to the contractor unless such increase has been pre-approved in writing by UNICEF prior to delivery.

21. Time Requirements

Contractor(s) will furnish UNICEF with a complete and detailed phased timeline for deliverables or contract document. This timeline will be strictly adhered to and cannot be subject to modification save in signed writing by the supervising UNICEF officer.

Changes attributable to Contractor(s) will be subject to penalty provisions by UNICEF at the following rates:

- a. 1 to 7 days late - 2.5% of the billed amount
- b. 8 to 15 days late - 5% of the billed amount
- c. 16 to more days late - 10% of the billed amount

The above deduction will be final and recourse will not be entertained. If the delay in delivery is due to causes, which are beyond the control of the Contractor(s), which UNICEF will determine on the basis of documentation and/or explanation submitted no deduction from the invoices will be made.

22. Inspection

- A. The contractor shall permit UNICEF's authorized representative to have full access to all the facilities at all reasonable times to inspect the production of the work and shall provide assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.
- B. UNICEF reserves the right to contract an agency to conduct pre-delivery inspection (third party inspection) at the Contractor's premises prior to delivery. Such inspections, if conducted do not guarantee acceptability of the deliverables at final destination.
- C. Third party inspection will be for UNICEF's account, but if any additional visits are required due to the Contractor's fault any corresponding expenses will be covered by the Contractor(s).
- D. Contractor(s) alone is responsible for the quality of the products/services supplied irrespective of whether they have been inspected by UNICEF or its appointed representative.
- E. UNICEF reserves the right to use other contractors, if felt necessary, for completion of the contract without the consent of the Contractor

23. Priority

The Contractor(s) agrees to give high priority to work contracted by UNICEF and shall adhere to all delivery dates specified in the contract.

24. Delivery

Delivery shall be made to the specified address in the UNICEF Pacific office at Contractor(s) cost. Delivery charges for out of city destinations shall be as per actual rates paid supported by relevant receipts, subject to certification by UNICEF.

25. Additional Instructions

All work not covered in the financial bid shall be approved in advance by UNICEF Supply Section in writing and will be part of the Agreement, Contract or Purchase Order. This writing will take the form of a Contract Amendment or a Contract Addition as suitable.

Force Majeure:

26. Notice of Force Majeure

If the Contractor(s) is rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement by reason of Force Majeure, the Contractor(s) shall give notice and full particulars in writing to UNICEF as soon as possible after the occurrence of any event constituting Force Majeure. In this Agreement, Force Majeure means acts of God, war (whether declared or not), industrial disturbances, acts of the public enemy, civil disturbances, invasion, revolution, insurrection or other acts of a similar nature or force not caused by nor within the control of either Party and which neither Party is able to overcome.

27. Suspension by Reason of Force Majeure

The obligations and responsibilities of the Contractor(s) under this Agreement shall be suspended to the extent of its liability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor(s) shall be entitled only to reimbursement by UNICEF against appropriate vouchers of the essential costs incurred prior to the occurrence of any cause constituting Force Majeure. The Contractor(s) shall, within fifteen (15) days of the occurrence of an event constituting Force Majeure, submit a statement to UNICEF of estimated expenditure prior of the period of suspension.

28. Termination by Reason of Force Majeure

If, in UNICEF's judgement, the Contractor(s) is rendered permanently unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement by reason of Force Majeure, UNICEF shall have the right to suspend or terminate this Agreement on seven (7) days' written notice. UNICEF agrees to exercise its judgement under this provision in a reasonable manner.

29. Notification of Other Changes in Conditions

The Contractor(s) shall also notify UNICEF of any other changes in the conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Agreement. On receipt of the notice required under this Section, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including granting the Contractor(s) a reasonable extension of time in which to perform its obligations under the Agreement. UNICEF agrees to exercise its discretion under this provision in a reasonable manner.

Miscellaneous

30. United Nations Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges, and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Contractor(s) on the Privileges and Immunities of the United Nations, or otherwise, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

31. Arbitration

Any controversy or claim arising out of or in connection with this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by the UNCITRAL Arbitration Rules as at present in force. The parties to the Agreement shall be bound by any arbitrations award rendered as a result of such arbitration as the final adjudication of such controversy or claim.

32. Officials not to Benefit

The Contractor(s) represents and warrants that no official of UNICEF has been or shall be admitted by the Contractor(s) to a direct or indirect benefit arising from this Agreement such provision being a breach of an essential term of this Agreement.

33. Other Provisions

These include Contractor(s) Obligations, Terms of Reference and the Agreed Rates, any and all additional Annexations, Appendix or Amendments, which are duly signed by both the parties and form part of the Agreement.

34. Relations between the Parties

Nothing contained in the Agreement shall be construed as establishing a relation of master and servant or of principal and agent between UNICEF and the Contractor(s). The Contractor(s) shall have the legal status of an independent Contractor(s) vis-à-vis UNICEF. Neither the Contractor(s) nor its personnel shall be considered employees or agents of UNICEF or the United Nations. Unless otherwise provided in this Agreement, UNICEF shall not be liable for any claims of any kind against the Contractor(s) by third parties arising in connection with the performance of this Agreement.

35. 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. The Contractor(s) represents and warrants that no child has been or is employed by the Contractor(s) or any of its affiliates.

36. 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 is 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. The Contractor(s) represents and warrants that neither it nor any of its affiliates is in any way engaged in the research, development, production, distribution, or sale of anti-personnel mines.

37. Dealing with other United Nations Agencies

The Contractor(s) is allowed, on its own initiative and/or if requested by other agencies of the United Nations, to extend similar services described herein to such agencies. The Contractor(s) is obliged to pass on to the appropriate agency any savings obtained due to bulk shipments and/or other arrangements the Contractor(s) may arrange.

