

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2025-9197395

19 May 2025

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

PROVISION OF SITE SUPERVISION & QUALITY ASSURANCE OF CONSTRUCTION WORKS (Construction of semi-permanent Transitional Learning Centres (TLC) and Permanent Construction) in Jajarkot, Rukum West, and Bajhang

Supply Unit
UNICEF Nepal Country Office
P.O.Box 1187
UN House, Pulchowk
Lalitpur, Nepal

IMPORTANT - ESSENTIAL INFORMATION

The RFPs reference must be shown on the email title containing the offer.

THE SUBMISSION OF RFPs SHOULD BE DONE VIA EMAIL, THE SUBMISSION DULY STAMPED AND SIGNED ELECTRONICALLY IN PDF FORMAT AND SENT TO nepbid@unicef.org -**Please see pages 42-43 for details bid instruction.**

BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION. You are welcome to enclose your own additional details etc., if necessary. However, failure to complete the attached form or failure to complete the details as requested will result in invalidation.

A virtual pre-bid meeting will be held at **15:30 hrs (Nepal Time)** on **28th May 2025** to address any queries/comments on the RFP.

Please copy paste the link below in browser:

<https://events.teams.microsoft.com/event/e7a24ddf-70d4-4205-a163-3a908e8d452a@77410195-14e1-4fb8-904b-ab1892023667>

The deadline for proposal submission is **16 June 2025 24:00hrs (Nepal Time)**.RFPs received after the stipulated date and time will be INVALIDATED.

BIDS WILL ONLY BE ACCEPTED IN THE CURRENCY STATED IN THE ENCLOSURES TO THE INVITATION. BIDS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



Date: 20th May 2025

Durga Thapa Magar

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

Email : dtmagar@unicef.org

Approved By:



Date: 21 May 2025

Yanti Rosita Imelda Pasaribu

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-2025-9197395** set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Early Payment Discount Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____
 Other _____

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking;	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

¹ #Management" means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) (<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>

The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature: _____

Date: _____

Name and Title: _____

Name of the Company: _____

UNGM #: _____

Postal Address: _____

Email: _____

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

10 QA & Site Sup for TLC construction

1. BACKGROUND AND JUSTIFICATION:

On October 3, 2023, a 5.3 magnitude earthquake followed by a 6.3 magnitude earthquake struck Bajhang district in Nepal, leaving one person dead and over 20 injured. The impact extended to neighboring districts, including Achham, Baitadi, Bajura, Dadeldhura, Darchula, and Doti. Since the beginning of October, Bajhang has remained the epicenter, enduring over 20 subsequent earthquakes with magnitudes of four or higher, which continue to disrupt the area. The people affected by Bajhang's initial earthquake are enduring additional challenges due to subsequent aftershocks. Many have been forced to remain outdoors, compounded by rainfall and the approaching cold season.

The initial damage assessment regarding earthquake damage has been completed by all 12 local governments in Bajhang District. The data, totaling 2,445 fully damaged houses and 5,995 partially damaged houses, along with 102 completely damaged government buildings and 134 partially damaged government buildings was reported in the DDMC meeting.

The Initial damage assessment of schools was reported by five local governments of two districts Bajhang and Bajura. It was reported that 57 school buildings are fully damaged, and 120 school buildings are partially damaged, affecting the learning of more than 15,000 children. The Sudurpaschim Province Education Cluster has designated UNICEF as the coordinating entity for Thalara and Durgathali Rural Municipalities, responsible for addressing both immediate and long-term educational requirements of the impacted schools.

On Friday, November 3, 2023, at 23:47 local time (18:02 GMT), a 6.4 magnitude earthquake hit the western part of Nepal. The shallow earthquake, which had its epicenter located at Ramidanda of Barekot Rural municipality in Jajarkot district, was felt in the federal capital Kathmandu and New Delhi, the capital city of India, approximately 600 km away from the epicenter. The earthquake resulted in the loss of 154 lives including 81 children and left more than 364 people injured (NDRRMA 2023). The Deputy Mayor of Nalgadh Municipality of Jajarkot district also lost her life in the earthquake. Seismologists categorized the earthquake as a moderate event. A total of 18 municipalities have been affected in terms of human casualties, damage to schools, and houses in Karnali Province. Among these, 13 local units of Jajarkot and West Rukum are severely impacted. The earthquake caused full damage to 26,557 houses, while 35,455 were partially damaged (NDRRMA as of December 2023).

The earthquake intensity mapping revealed that the impact of Ramidanda Jajarkot earthquake had an impact in 17 districts with the maximum intensity of MMI VI close to epicenter locations. All 13 municipalities of Jajarkot and West Rukum districts are reported to be severely affected. In these two districts, 746 schools and 1,30,000 students have been affected (IEMIS Data,2023). Schools were closed from October 15, 2023, for the festival and remained closed until November 19. Almost all schools opened after festival vacation on 20 November without any additional closure days due to the earthquake. During the 15-day interim period between the earthquake and the reopening of schools, the local governments, provinces, and federal government played a vital role in activating the education cluster. About 380 temporary learning centers were set up within this 15-day period to ensure the continuity of teaching and learning activities. The education cluster played a crucial role in building the capacity and preparedness of local, provincial, and federal governments. The disaster preparedness and response plan for education system in Karnali Province was developed and approved before the event. This allowed the provincial authority to activate the cluster system promptly and initiate actions from day 1 to prepare the learning continuity plan as part of the education emergency response.

To determine transitional support needs following the earthquake, UNICEF supported the government to conduct a Detailed Damage and Need Assessment of all 746 schools of the thirteen most affected municipalities. The assessment was led by the federal government in coordination with provincial and local governments. As per the

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

assessment findings, the total requirement for Type Two TLCs is 1186. As of the end of February 2024, only around 200 such TLCs were constructed with support from the government, other partners, and UNICEF. There is still a huge gap of 986 Type Two TLCs. Furthermore, there is also a need for teacher training and other necessary support to ensure the continuity of children's learning. Education Development Coordination Units (EDCU) are requesting transitional learning centers (semi-permanent) to ensure safe learning spaces for students to return to school. To respond to the urgent need of restoring the education facilities, UNICEF has already started building transitional learning centers in Jajarkot and West Rukum. Additionally, UNICEF is going to support 90 TLC in Jajarkot and West Rukum earthquake-affected districts and the permanent construction of 90 classrooms in 9 schools of Bajhang district to meet the transitional needs through the GPE multiplier grant which is managed by UNICEF as a Grant agent.

To continue the efforts, the Ministry of Education, Science and Technology, Central Level Project Implementation Unit (CLPIU) plans to implement the construction of Semi-permanent TLC and permanent school buildings through a standard contracting process. This will involve engaging qualified and registered contractors operating in Nepal. The construction will follow approved designs and drawings, with direct site supervision by construction engineers. CLPIU will oversee the overall project management, including financial management and payments. To ensure the timely and high-quality construction of school facilities, CLPIU will coordinate and collaborate closely with the Education Development Coordination Unit (EDCU), schools, School Management Committees (SMC), and the local community. This collaboration is essential for maintaining quality standards and ensuring learning continuity for affected children. To ensure learning continuity in earthquake-affected areas, UNICEF is supporting the Central Level Project Implementation Unit (CLPIU) through quality assurance mechanisms for school construction activities. This support is part of the GPE Multiplier Grant initiative, managed by UNICEF as the Grant Agent.

As part of this initiative, UNICEF will procure engineering consulting firms to provide third-party monitoring services for construction projects. These firms will be responsible for conducting independent oversight of construction activities, verifying the payment certificates submitted by contractors, and ensuring compliance with quality and safety standards. All activities will be carried out in close coordination and collaboration with CLPIU.

This technical support is directly linked to the establishment of semipermanent Transitional Learning Centers (TLCs) and a permanent school building in the most earthquake-affected districts:

In Jajarkot and Rukum-West, oversee the establishment of 90 (Jajarkot 50 and West Rukum 40) semi-permanent TLCs (180 classrooms) with basic WASH facilities, benefiting approximately 7,200 children (3,672 girls). The estimated construction cost for this work is NPR 217,036,894.44 (about US\$ 1.6 million), including all taxes and contingencies.

In Bajhang, oversee the construction of 9 permanent buildings (64 classrooms with 72 toilets) across 9 schools, reaching 4,800 children (2,450 girls). The estimated construction cost is NPR 419,196,099.12 (about US\$ 3.1 million) including all taxes and contingencies.

Through third-party monitoring and technical oversight, UNICEF aims to ensure that all construction meets quality standards and supports safe, inclusive, and resilient learning environments for children in earthquake-affected districts.

2. OBJECTIVE:

As part of its technical support to the CLPIU, UNICEF Nepal aims to enhance the quality of construction works by engaging Engineering Consulting firms in collaboration with respective Provincial Education Clusters, EDCU, local governments, and School Management Committees (SMCs). This assignment will focus on providing quality assurance services and verifying the accuracy of Measurement Sheets and Payment Certificates submitted by

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

contractors for school construction projects managed by the CLPIU.

Hence, the main objective of this TOR is to hire an Engineering Consulting firm to perform construction supervision and quality assurance of the proposed reconstruction work of schools in Jajarkot, West Rukum, and Bajhang districts.

The specific objectives of the assignment are:

- i. Construction supervision and quality assurance of the proposed works, including permanent construction, and Semi-permanent TLC, ensuring compliance with design standards and specifications.
- ii. Conduct final verification, and recommendation for payment of reconstruction projects including defect notifying, and supervision of defect correction.
- iii. Design revision/ update if required during implementation.
- iv. Monitoring of the contractor’s work performance and implementation progress tracking on a real-time basis.
- v. Facilities to conduct periodic meetings among relevant stakeholders and contractors.
- vi. Assist in monitoring the implementation of social, environmental, and gender safeguard measures during construction.
- vii. Perform other tasks as required during project implementation and as assigned by the UNICEF and CLPIU.

3. SCOPE OF WORK:

The principal scope of work of the Engineering Consulting firm is to support CLPIU with comprehensive technical assistance for the supervision and quality assurance of construction of about:

a. Package 1:

90 semi-permanent Transitional Learning Centers (TLC) in earthquake-damaged schools in Jajarkot & West Rukum districts; and

b. Package 2:

9 permanent building with 64 classrooms with 72 toilets in Bajhang district of Nepal by providing technical and management assistance through construction supervision, quality assurance of the project.

The scope of work of the Engineering Consultancy firm for both packages shall include, but not be limited to, the following:

a) Construction Management, Supervision, and Quality Assurance
Project Management Support

- # Assist the CLPIU in managing relevant aspects of the school building reconstruction program under the GPE multiplier fund for earthquake-affected areas, ensuring timely and budget-aligned implementation.
- # Prepare concise reports on contract management and submit to UNICEF Nepal and CLPIU.
- # Develop and submit monthly progress reports and other project-related documentation to UNICEF Nepal and CLPIU.
- # Collaborate with other stakeholders to achieve successful project completion.

Compliance and Quality Assurance

- # Ensure construction works adhere to approved design, drawings, technical specifications, and quality standards.
- # Monitor progress to align with approved timelines and budgets, recommending measures to address delays or budget overruns.
- # Inspect materials and construction methods for compliance with approved specifications, and maintain detailed records, including site diaries of site activities and inspections.
- # Recommend to approve as-built drawings prepared by the contractor, and contractor proposals on materials, equipment, and methods, and certify works at various stages (partial, substantial, and final completion).
- # Ensure site safety, security, and compliance with environmental, social, and gender safeguard measures as per

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

UNICEF and Nepal Government policies.

Technical Review and Monitoring

Review architectural drawings with CLPIU and UNICEF to ensure accurate interpretation and minimize changes during construction.

Evaluate design modifications needed during construction, proposing acceptable amendments.

Check and approve contractor documents, including construction plant and equipment, materials, testing results, and work methods for safety and compliance.

Supervise construction works such as concrete, masonry, wooden, and steel structures, finishing, mechanical, electrical, water supply, and sanitation systems as per design, drawing, and specification.

Quality Control and Problem Resolution

Perform quality control and assurance activities, rejecting substandard work as necessary.

Assist in the preparation of variation orders of work, including cost analysis, and secure CLPIU approval.

Identify and mitigate potential claims and disputes, providing recommendations for agreeable resolutions.

Ensure proper implementation of Environmental Management Plan (EMP) guidelines and safety standards.

Reporting and Documentation

Maintain comprehensive records on progress, performance, quality, resources, and costs, integrating these into monthly reports and payment certificates.

Expedite the preparation and approval of payment certificates based on completed works and testing results.

Prepare supervision reports identifying problems, obstacles, and recommendations for improvement.

Final Inspections and Handover

Participate in inspections for completed work, preparing deficiency lists and draft taking-over certificates.

Review and approve as-built drawings and documents before the provisional handover of completed projects.

Additional Responsibilities

Advise UNICEF and CLPIU on risks to timelines, budgets, and construction quality, proposing corrective measures.

Monitor contractor compliance with contract documents and ensure timely submission of required documents, such as purchase orders and inspection certificates.

Assist the CLPIU in rectifying issues related to substandard materials or works.

b) Contract Administration

The consultant shall administer the contract as per the agreement between CLPIU and the contractor, ensuring the quality of executed works.

Responsible for construction supervision, timely completion, quality control, and assurance through checks and tests.

Prepare and recommend variation orders, and time extensions if required, and provide working drawings and instructions to the contractor.

Review and approve the contractor's shop drawings and site layout as per the plan, measurement, billing, and certification of payments.

Conduct timely inspections, issue defect notifications, and provide corrective action letters to ensure contract compliance.

The Consultant shall thoroughly review the Contractor's proposed implementation schedule, ensuring proper interrelations between activities, time allocation, and key dates, leading to an agreed schedule satisfactory to all parties.

The Consultant shall periodically review the Contractor's work schedule and recommend any necessary alterations or actions to the Client to expedite construction for timely completion.

Provide any needed design, detail, information, and clarifications necessary during the implementation phase for the Contractor to be able to carry out the construction works.

Examine and recommend to approve the implementation plan proposed by the Contractor and ensure systematic and periodic feedback and regular updating of the plan and resource allocations.

c) Project Validation and Compliance

Assist the UNICEF and CLPIU Technical Team in project validation and compliance checks in accordance with the Nepal National Building Code, technical specifications, and standards.

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

Support the UNICEF and CLPIU Technical Team in updating drawings and technical documents as needed.

d) Coordination and Collaboration:

Coordinate and collaborate with CLPIU, EDCU, local governments, School Management Committees (SMCs), UNICEF, and other relevant stakeholders to ensure the successful implementation of construction activities while effectively addressing site-specific challenges and resolving any disputes or issues that may arise during the construction process.

e) Collection of As-Built Drawings

Collect and compile as-built drawings, working drawings, and fabrication drawings from contractors.

Submit the compiled documentation to UNICEF and CLPIU for approval and archiving.

f) Personnel Requirements

The engineering consulting firm will recruit and deploy qualified, experienced, and competent professionals for the required positions to meet the demands of the construction works under the contracts. Key responsibilities include:

Ensuring the deployment of personnel with relevant technical expertise in construction supervision, structural engineering, and quality assurance.

Providing robust oversight to mitigate risks of faulty construction due to inadequate or inexperienced staffing.

Rectifying any construction defects resulting from incompetence or negligence at no additional cost.

4. METHODOLOGY:

This methodology outlines a comprehensive framework for effective supervision and quality assurance of construction works under the GPE multiplier grant which is managed by UNICEF as a Grant agent and implemented by the Central Level Project Implementation Unit (CLPIU). It integrates technical supervision, quality control and assurance, stakeholder engagement, and documentation systems to ensure that constructed facilities meet all required standards and specifications.

The approach emphasizes collaboration with relevant stakeholders, transparent processes, and systematic documentation to support both immediate construction quality and long-term sustainability of educational facilities. By implementing this structured approach, the consulting firm will effectively support UNICEF and CLPIU in delivering quality educational infrastructure for earthquake-affected communities in Jajarkot, West Rukum, and Bajhang districts.

Third-party monitoring of construction activities will follow a structured and systematic approach to ensure quality assurance, compliance with technical standards, and adherence to project timelines. The methodology encompasses the following key components:

A. Pre-Construction Phase:

1. Document Review and Planning

Conduct a detailed review of project documents, including structural and architectural drawings, technical specifications, BoQ and environmental management plans.

Develop a project-specific supervision plan with timelines, resource allocation, and reporting mechanisms.

Assess site conditions to identify potential risks and challenges.

2. Stakeholder Coordination

Establish communication protocols with UNICEF, CLPIU, local governments, contractors, and School Management Committees (SMCs), and other relevant stakeholders.

Organize pre-construction meetings to align expectations and clarify roles.

B. Construction supervision phase:

1. Site Supervision & Field Monitoring

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

Regular site supervision will ensure that construction activities align with approved designs, timelines, and quality standards:

- # Conduct regular site visits to monitor the construction of semi-permanent TLCs and permanent school buildings.
- # Inspect materials for compliance with specifications and verify structural integrity during each phase of construction.
- # Ensure adherence to environmental safety standards and climate and disaster-resilient design principles.
- # Maintain site diaries documenting progress, challenges, and resolutions.

2. Quality Control Mechanism

A robust quality control system will be implemented to maintain high construction standards:

- # Prepare Inspection and Test Plans (ITPs) for key construction activities.
- # Develop monitoring and supervision checklists for routine inspections to ensure consistency.
- # Establish protocols for material testing, including frequency and sample sizes.
- # Document all test results with photographic evidence for transparency.
- # Verify contractors' quality control measures and address any deviations.

3. Documentation & Reporting

Comprehensive documentation will provide clear evidence of action taken:

- # Maintain detailed records of inspections, including photographic evidence.
- # Document deviations from approved plans and recommend corrective actions.
- # Submit periodic progress reports highlighting achievements, challenges, and recommendations.

C. Compliance & Risk Management:

1. Compliance Monitoring

Ensure compliance with design, drawing, and technical specifications:

- # Conduct regular checks to verify adherence to technical specifications.
- # Monitor contractor performance against contractual obligations.

2. Risk Identification & Mitigation

Proactively manage risks related to construction quality, safety, or delays:

- # Maintain a risk register to track potential issues.
- # Propose mitigation strategies for identified risks.

D. Stakeholder Engagement & Capacity Building:

1. Stakeholder Engagement

Foster collaboration among all stakeholders to ensure transparency:

- # Coordinate with contractors, government agencies, CLPIU, UNICEF, and other relevant stakeholders.
- # Facilitate joint review meetings to validate findings and share updates.

2. Capacity Building & Technical Support

Enhance local capacity through on-site orientation and guidance:

- # Provide on-site technical support to contractors on quality control measures.
- # Conduct on-site orientation sessions on best practices in construction supervision and safety protocols.
- # Support UNICEF and government officials in strengthening monitoring frameworks.

E. Project Closure & Handover:

1. Final Inspections

Ensure the constructed facilities meet all required standards before handover:

- # Conduct final inspections with detailed checklists to identify defects.

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

Oversee defect rectification processes before issuing completion certificates.

2. Documentation Handover

Compile all project documentation for future reference:

Submit as-built drawings, material specifications, and other relevant documents to UNICEF and CLPIU.

5. ACTIVITIES, TASKS, AND EXPECTED TIMELINE:

To ensure high-quality construction of school infrastructure under the GPE multiplier grant, UNICEF will support the Central Level Project Implementation Unit (CLPIU) by hiring and engaging an engineering consulting firm for independent third-party monitoring. The consulting firm will oversee construction activities, verify Payment Certificates, and ensure compliance with approved design standards and specifications as per the scope of the works. The construction of semi-permanent Transitional Learning Centers (TLCs) and permanent school buildings will follow a standard contracting process, involving qualified contractors in Nepal. CLPIU will lead overall project management, including financial oversight and contractor payments, while UNICEF will provide technical support to the CLPIU through the hiring of an engineering consulting firm for third-party quality assurance services.

Expected timeline:

No Deliverable Estimated number of days required Estimated Completion Date

1 Site Supervision & Quality Assurance of semi-permanent TLC:

i. To ensure site supervision in order to guarantee compliance of works as per design, drawings, specifications and quality standards, as well as timeline and budget;

ii. To review and certify Variation Orders (VO) upon CLPIU and UNICEF's approval;

iii. To advise CLPIU and UNICEF on any potential risks, and propose corrective measures, regarding project timeline, project budget and quality of the works; and

iv. To certify effective progress of works in site, including checking measurements, verification of BoQ, recommendation of defect list, certificates of partial, substantial and final completion and others task as per the scope of the works across various locations in Jajarkot and West Rukum, covering all local levels in both districts.

One year (365 days)

30th June 2026

2 Site Supervision & Quality Assurance of permanent construction:

i. To ensure site supervision in order to guarantee compliance of works as per design, drawings, specifications and quality standards, as well as timeline and budget;

ii. To review and certify Variation Orders (VO) upon CLPIU and UNICEF's approval;

iii. To advise CLPIU and UNICEF on any potential risks, and propose corrective measures, regarding project timeline, project budget and quality of the works; and to certify effective progress of works in site, including checking measurements, verification of BoQ, recommendation of defect list, certificates of partial, substantial and final completion and others task as per the scope of the works in five LG of nine schools in Bajhang districts. 2 years (730 days)

30th June 2027

3 Defect Liability Period (DLP) supervision and closure for both packages (semi-permanent TLC and Permanent) 3 months

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

6. DURATION:

The consultancy will be engaged for two years (July 2025 # June 2027) and extra 3 months (@1.5 months/package) to cover the defect liability periods of both semi-permanent TLC and Permanent packages in the construction contract issued by CLPIU.

Package 1: For Semi Permanent TLC Construction, 12 months' supervision of construction and an extra of 1.5 months for the Defects Liability Period (DLP).

Package 2: For Permanent Construction, 24 months for supervision of construction and an extra of 1.5 months for the Defect Liability Period (DLP).

7. WORKING LOCATIONS:

Districts Jajarkot, West Rukum and Bajhang

Jajarkot Covering all local levels (at least 1 school per Local Government)

West Rukum Covering all local levels (at least 1 school per Local Government)

Bajhang

Nine Schools in five Local Government

1. Talkot Rural Municipality (RM)-1,
2. Talkot Rural Municipality (RM)-5
3. Talkot Rural Municipality (RM)-7
4. Chhabispathivera RM-3
5. Jaya Prithivi Municipality- 3,
6. Jaya Prithivi Municipality- 4
7. Jaya Prithivi Municipality- 7
8. Masta RM-01
9. Thalara RM-09

8. DELIVERABLES:

Deliverables should be tangible and with a defined time period for submission.

No Deliverable Estimated number of days required Estimated Completion Date

PACKAGE 1: Semi-permanent TLC:

1 Site Supervision & Quality Assurance of Semi-permanent TLC:

- i. To ensure site supervision in order to guarantee compliance of works as per design, drawings, specifications and quality standards, as well as timeline and budget;
- ii. To review and certify Variation Orders (VO) upon CLPIU and UNICEF's approval;
- iii. To advise CLPIU and UNICEF on any potential risks, and propose corrective measures, regarding project timeline, project budget and quality of the works; and
- iv. To certify effective progress of works in site, including checking measurements, verification of BoQ, recommendation of defect list, certificates of partial, substantial and final completion and others task as per the scope of the works across various locations in Jajarkot and West Rukum, covering all local level in both districts. One year (365 days)

30th June 2026

1.1 Completion of Site Clearance, Foundation & steel truss erection of 20 School TBA

Item	Service Description	Quantity	Unit	Unit Price	Price
1.2	Completion of wall with plastering, flooring, painting, and all finishing, the toilet with hand hand-washing station and Site Clearance of 20 School		TBA		
1.3	Completion of Site Clearance, Foundation & steel truss erection of additional 30 School (in total 50 School)		TBA		
1.4	Completion of wall with plastering, flooring, painting, and all finishing, the toilet with hand hand-washing station and Site Clearance of additional 30 School (in total 50 School)		TBA		
1.5	Completion of Site Clearance, Foundation & steel truss erection of additional 40 School (in total 90 School)		TBA		
1.6	Completion of the wall with plastering, flooring, painting, and all finishing, the toilet with hand hand-washing station and Site Clearance of additional 40 School (in total 90 School)		TBA		
2	Defect Liability Period (DLP) supervision and closure	1.5 months			
PACKAGE 2: Permanent Construction					
3	Site Supervision & Quality Assurance of Permanent Construction:				
i.	To ensure site supervision in order to guarantee compliance of works as per design, drawings, specifications and quality standards, as well as timeline and budget;				
ii.	To review and certify Variation Orders (VO) upon CLPIU and UNICEF's approval;				
iii.	To advise CLPIU and UNICEF on any potential risks, and propose corrective measures, regarding project timeline, project budget and quality of the works; and				
iv.	To certify effective progress of works in site, including checking measurements, verification of BoQ, recommendation of defect list, certificates of partial, substantial and final completion and others task as per the scope of the works in five LG of nine schools in Bajhang districts. 2 years (730 days)30th June 2027				
3.1	Completion of site clearance & sub-structure/ Foundation of 4 school Buildings		TBA		
3.2	Completion of site clearance & sub-structure/ Foundation of additional 5 school building (total-9)		TBA		TBA
3.3	Completion of the first-floor slab casting of 4 school Buildings		TBA		
3.4	Completion of the first-floor slab casting of additional 5 school building (total-9)		TBA		
3.5	Completion of the second & third -floor slab casting of 4 school Buildings		TBA		
3.6	Completion of the second & third -floor slab casting of additional 5 school buildings (total-9)		TBA		TBA
3.7	Completion of the Masonry wall & plastering works of first floor of 4 school Buildings		TBA		
3.8	Completion of the Masonry wall & plastering works of first floor of additional 5 school buildings (total-9)		TBA		TBA
3.9	Completion of the Masonry wall & plastering works of second/third floor or more of 4 school Buildings		TBA		TBA
3.10	Completion of the Masonry wall & plastering works of second/third floor or more of additional 5 school building (total-9)		TBA		
3.11	Completion of flooring, painting, and all finishing & site clearance after construction of 4 school Buildings		TBA		
3.12	Completion of flooring, painting, and all finishing & site clearance after construction of additional 5 school buildings (total-9)		TBA		
4	Defect Liability Period (DLP) supervision and closure	1.5 months			

9. PROPOSED PAYMENT SCHEDULE:

No Deliverable Percentage of payment

Package 1: Semi-Permanent TLC Construction

- 1 Completion of Site Clearance, Foundation & steel truss erection of 20 School 5% of the total contract value
- 2 Completion of wall with plastering, flooring, painting, and all finishing, the toilet with hand hand-washing station and Site Clearance of 20 School 5% of the total contract value
- 3 Completion of Site Clearance, Foundation & steel truss erection of additional 30 School (in total 50 School) 5% of the total contract value
- 4 Completion of wall with plastering, flooring, painting, and all finishing, the toilet with hand hand-washing station and Site Clearance of additional 30 School (in total 50 School) 5% of the total contract value

Item	Service Description	Quantity	Unit	Unit Price	Price
5	Completion of Site Clearance, Foundation & steel truss erection of additional 40 School (in total 90 School)				5% of the total contract value
6	Completion of the wall with plastering, flooring, painting, and all finishing, the toilet with hand hand-washing station and Site Clearance of additional 40 School (in total 90 School)				5% of the total contract value
Package 2: Permanent Construction					
7	Completion of site clearance & sub-structure/ Foundation of 4 school Buildings				5% of the total contract value
8	Completion of site clearance & sub-structure/ Foundation of additional 5 school building (total-9)				5% of the total contract value
9	Completion of the first-floor slab casting of 4 school Buildings				5% of the total contract value
10	Completion of the first-floor slab casting of additional 5 school buildings (total-9)				5% of the total contract value
11	Completion of the second & third -floor slab casting of 4 school Buildings				5% of the total contract value
12	Completion of the second & third -floor slab casting of additional 5 school buildings (total-9)				5% of the total contract value
13	Completion of the Masonry wall & plastering works of first floor of 4 school Buildings				5% of the total contract value
14	Completion of the Masonry wall & plastering works of first floor of additional 5 school buildings (total-9)				5% of the total contract value
15	Completion of the Masonry wall & plastering works of second/third floor or more of 4 school Buildings				5% of the total contract value
16	Completion of the Masonry wall & plastering works of second/third floor or more of additional 5 school building (total-9)				5% of the total contract value
17	Completion of flooring, painting, and all finishing & site clearance after construction of 4 school Buildings				5% of the total contract value
18	Completion of flooring, painting, and all finishing & site clearance after construction of additional 5 school buildings (total-9)				5% of the total contract value
DLP Period					
19	Defect Liability Period (DLP) supervision and closure				10% of the total contract value

The payment schedule must be based on completed deliverables. Payment terms are 30 days net upon receipt of the approved invoice.

10. CONTRACT SUPERVISION:

The contract will be supervised by the UNICEF Safe School Specialist with support from the Consultant having engineering qualification, who will oversee the performance of the third-party consulting firm engaged in construction supervision and quality assurance works.

The supervision will focus on ensuring the consulting firm delivers high-quality services and comply with agreed deliverables. Key tasks include:

Performance Monitoring: UNICEF will evaluate the consulting firm's adherence to timelines, quality standards, and contractual obligations. This includes monitoring construction progress, verifying compliance with technical specifications, and ensuring proper application of the scope of work.

Deliverable Verification: UNICEF will review and approve deliverables submitted by the consulting firm, such as Bills of Quantities (BoQs), progress reports, as-built drawings, and other necessary documents. Additionally, UNICEF will ensure that payment recommendations are based on verified milestones as per the financial proposal.

11. QUALIFICATIONS AND EXPERIENCE REQUIRED:

The consulting firm must meet the following criteria in terms of qualifications and experience:

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

General Experience

1. 5 years of proven track record in construction supervision, quality assurance, and project management for building construction projects.
2. Experience working in disaster-affected areas, particularly in Nepal or similar contexts, with a focus on post-earthquake reconstruction.
3. Familiarity with the Nepal National Building Code and international construction standards.

Specific Experience

1. At least five years of experience supervising the construction of semi-permanent and permanent school buildings.
2. Expertise in implementing environmental, social, and gender safeguard measures during construction projects.
3. Demonstrated ability to collaborate with government (Federal, Provincial, and local) communities and stakeholders for project implementation.

Annual Turnover Information

The consulting firm must provide details of its annual turnover for the last 5 fiscal years:

Team Composition and Qualification Requirements for Experts

The services should be carried out through the timely provision of an adequate number of experts and support staff for the execution and implementation of the construction works as outlined in the scope of work. The key personnel requirements with inputs in person months for each position are given in Table 1 below.

Sl. No Key Expert (National) # Person # Months Remarks

1. Project Management Expert - Team Leader (TL) 1
24 Full-time covering both semi-permanent and permanent construction, 80% field-based and 20 % travel to Kathmandu
2. Construction Supervision Engineer (Civil Engineers) 4
12 Full-time field-based in Jajarkot and west Rukum for the semi-permanent construction
3. Construction Supervision Engineer (Civil Engineer) 1
24 Full-time field-based in Bajhang for the permanent construction

1. Project Management Expert (PME)/Team Leader

The PME will closely work with the CLPIU Project Director. S/he will be responsible for the day-to-day management of the Head office team and district field teams, and the relationship with the local authorities and project beneficiaries.

The PME will be based in Jajarkot for the first 12 months and the remaining 12 months in Bajhang. S/he will undertake regular site visits to school construction sites. It is estimated that the PME will spend about 80% of his time on on-site visits/fieldwork. The main tasks of the PME include, but are not limited to:

- i. Provide effective and regular project management and construction management leadership and ensure that work is executed in compliance with the civil works contracts and to the standards, specifications, and procedures of approved environmental, social, safety, and quality management plans.
- ii. Ensure all pre-contractual obligations of the civil works contractors are complied with prior to the execution of the contracts. Check that the contractors provide (and maintain) valid securities and insurance and meet all other contractual prerequisites before work on school buildings is commenced.
- iii. Arrange pre-commencement meetings with the contractors and CLPIU/EDCU/ UNICEF through the Construction Supervision Engineers to discuss matters related to contract commencement, delegation of authorities, communications, construction programs, contractor's facilities, subcontract work, security, community-related matters and matters of relevance.
- iv. Prepare and process variation orders, evaluate claims for additional costs and extensions of time, and otherwise administer the provisions of the civil works contracts.

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

- v. Prepare monthly progress reports and quarterly cash flow projections for the Project Director (PD)- CLPIU in an agreed format that readily identifies variances between planned and actual cash flows and highlights budget estimates and cash flow requirements for outstanding works.
- vi. Ensure that all project records are maintained in a safe environment with backup copies maintained in alternative locations.
- vii. Process interim and final payment certificates and, as appropriate, certify payments.
- viii. Upon satisfactory completion of a works contract, and after all contractual requirements have been met, issue completion certificates and confirm that the contractors' "as-built drawings" are a true record of the works as constructed. Assist the contractors with the interpretation of the contract documents and advise the PD with respect to the resolution of claims, disputes, arbitration, or litigation, as required.
- ix. Oversee the work of the team members, providing advice and instructions to ensure consistency in the way the designs comply with the Project's technical and social requirements.
- x. Assist the PD in preparing the Project Completion Report as required by the GPE stakeholder
- xi. Inspect the construction works and issue defect correction notification to the contractor, confirm the correction during the defect notification period (DNP) and recommend for final payment.

Qualifications and Experience:

The PME/TL shall hold a master's degree in civil engineering or construction engineering and management or project management or engineering management or an equivalent field and have 7 years of professional experience after master's degree in contract management, and supervision and quality assurance works. Specific experience in disaster reconstruction projects and experience in public investment projects financed by multilateral agencies/funded projects will add benefits.

2. Construction Supervision Engineer (CSE)

The CSE will be construction site-based and will involve continuous visits to the school sites for supervision of the construction activities in schools. The scope of work of the CSE includes, but is not limited to:

- (i) Overall supervision, quality control, and assurance of the construction sites of schools in his/her assigned district.
- (ii) Follow the guidance of supervision engineers/EDCU/ CLPIU engineers in his district on construction supervision skills and reporting.
- (iii) Support the PME for overall site management and construction management.
- (iv) To report to the PME all construction supervision and construction quality issues and assist in resolving them.
- (v) Review the quantity and cost estimate of the already prepared design of existing physical facilities and recommend for approval.
- (vi) Support PME to check and verify the estimated quantity and cost of the physical facilities.
- (vii) Carry out field visits and check for quantity variation during construction to ensure compliance with designs and construction drawings when necessary.
- (viii) Support the PME for overall project control with respect to time, quality, quantity, and cost.
- (ix) Any other relevant work as directed by the Project Director and/or his authorized officials, from time to time.

Qualification and Experience:

The CSE shall have a bachelor's degree in civil engineering with a minimum of 5 years of professional experience after a bachelor's degree in construction supervision, quality assurance, and monitoring of building construction.

12. APPLICATION AND EVALUATION PROCESS:

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

In making the final decision, UNICEF considers both technical and financial aspects. The Evaluation Team first reviews the technical aspects of the offer, followed by a review of the financial offers of the technically compliant vendors. The proposal obtaining the highest overall score after adding the scores for the technical and financial proposals together, that offers the best value for money will be recommended for award of the contract.

Each valid proposal will be assessed by an evaluation panel first on its technical merits and subsequently on its price. The weight allocated to the technical proposal is 70 % (i.e. 70 out of 100 points). To be further considered for the financial evaluation a minimum score of 49 points is required.

Only proposals with a score of 49 or more points in the technical evaluation will be financially evaluated (i.e. the financial proposal will be opened). For further details and the distribution of points kindly refer to section 14. Evaluation Weighting Criteria.

The weight allocated to the financial proposal is 30 % as per the following: the maximum number of 30 points will be allotted to the lowest technically compliant proposal. All other price proposals will receive points in inverse proportion to the lowest price. Commercial proposals should be submitted on an all-inclusive basis for providing the contracted deliverables as described in the TOR.

The proposal(s) obtaining the overall highest score after adding the scores for the technical and financial proposals is the proposal that offers best value for money and will be recommended for award of the contract.

The following documents are required to justify the qualification and experience of the institution.

Pre-screening /Responsiveness Evaluation:

The proposals will be reviewed based on the completion for the following documents:

1. Submission of Proposal (Technical & financial) in two separate file/ attachment. And to assure that Vendors SHOULD not include any financial price in their technical proposal.
2. Legal Company Registration / Business Registration
3. VAT registration (only for national firm/NGO/INGO (legally authorized to provide business services)
4. Tax clearance certificate of last Fiscal Year or extension of timeline for VAT clearance certificate
5. Power of Attorney to submit proposal-(applies when joint partner)
6. Vendor Registration form (for new vendor)
7. Declaration Form (page 3 -5 in the bid form) filled in. (all boxes must be ticked / answered)
8. Financial Audit Report for the last 2 years.
9. Declaration that Bidders have no Conflict of Interest
10. Validity of Proposal is provided as per UNICEF Solicitation requirement

All the required legal documents as mentioned above SHOULD be attached with technical proposal.

Proposals for those who have passed the pre-screening will be forwarded for Technical Evaluation for further evaluation.

The Technical Proposal should include but not be limited to the following:

A. Methodology

Detailed Methodology/approach to requirement detailing how to meet or exceed UNICEF requirements for this assignment

B. Company Profile

- Ensure to include information related to the experience of the company as required (Copy of the company registration)

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

C. References

Details of similar assignments undertaken in last five years including the following information:

- o Title of Project
- o Year and duration of project
- o Scope of Project
- o Outcome of Project
- o Reference / Contact persons

D. Work Plan

Proposed work plan showing detailed sequence and timeline for each activity and person days of each proposed team member

E. Team Composition

Title and role of each team member. It is estimated a team of 5 core members. However, the bidders may propose additional non-key experts as per the need of this assignment to complete the task within stipulated time.

F. Cv's

CV of each team member (including qualifications and experience)

Ensure to include information related to the qualifications and experience of each proposed team member as required.

G. Recent Financial Audit Report

Report should have been carried out in the past 2 years and be certified by a reputable audit organization.

H. Financial Capacity: the bidder must present proof of having cash/bank Balance or Line of Credit of NPR 4.5 million.

I. Any project dependencies or assumptions

J. Supporting documents for accountability towards Sustainable Procurement

The Financial Proposal should include but not be limited to the following:

Bidders are expected to submit a lump sum financial proposal to complete the entire (as per instruction given under Section xx). In order to arrive at the lump sum offer for a given sample size, the firm may work out the budget detail as below:

- Resource costs

Daily/monthly rate multiplied by number of days/months of the experts involved in the assignment.

- Travel Costs

All travel costs should be included as a lump sum fixed cost. However, the bidder has to present the detail breakdown of transportation cost.

For all travel costs, UNICEF will pay as per the lump sum fixed costs provided in the proposal. A breakdown of the lump sum travel costs should be provided in the financial proposal. Please note that i) travel costs shall be calculated based on economy class fare regardless of the length of travel and ii) costs for accommodation, meals, and incidentals.

- Any other costs (if any)

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

Indicate nature and breakdown

Full marks are allocated to the lowest priced proposal. The financial scores of the other proposals will be in inverse proportion to the lowest price.

Bidders are requested to provide a detailed cost proposal # Financial Proposal, factoring in all cost implications for the required services. A special discount or lower rates can be offered for this specific assignment, if applicable.

13. EVALUATION WEIGHTING CRITERIA:

The ratio between the technical and financial criteria depends on the relative importance of one component to the other.

Cumulative Analysis will be used to evaluate and award proposals. The evaluation criteria associated with this TOR is split between technical and financial as follows:

Weightage for Technical Proposal = 70 %

Weightage for Financial Proposal = 30 %

Total Score = 100%

Please find the detailed TOR attached herewith

QA & Site Sup for TLC construction	1	PU
------------------------------------	---	----

SPECIAL NOTES

1) It is important to note that Technical Proposal and Financial Proposal SHOULD NOT BE SENT in one email. They SHOULD BE SENT in separate email as per below arrangement:

a) One email with clear subject #TECHNICAL PROPOSAL **LRPS-2025-9197395**” to be sent to email address: **nepbid@unicef.org**. DO NOT SEND TO ANY OTHER EMAIL!

b) One email with clear subject #FINANCIAL PROPOSAL **LRPS-2025-9197395**” to be sent to email address: **nepbid@unicef.org**. DO NOT SEND TO ANY OTHER EMAIL!

In total, there should be 2 emails sent to UNICEF under this tender.

2) It is important to note that PRICE SHOULD NOT BE DISCLOSED in technical proposal. Any technical proposal that has prices will automatically be invalidated.

3) This document consists of the following ANNEXURES:

- a) This document: **LRPS-2025- 9197395**
- b) Bid Form and Declaration Form: **page 3-5** of this solicitation document
- c) Bid Clarification on Declaration Form
- d) Annex B - Terms of Reference
- e) Annex C - Technical Evaluation Criteria
- f) Annex D - Price Schedule - Please use this format for quoting purposes
- g) Annex E - Vendor Template

4) Bidders Instruction:

Please ensure to attach the following documents when responding to this tender:

i) Email with clear subject #TECHNICAL PROPOSAL **LRPS-2025- 9197395**” should contain of:

a. DULY FILLED Bid Form & Declaration Form (pg 3-5 of UNICEF tender). Make sure to read Bid Clarification page to avoid wrong answers on the declaration form.

NOTE: PRICE INFORMATION SHOULD NOT BE APPEARED IN THE TECHNICAL PROPOSAL.

ii) Email with clear subject #FINANCIAL PROPOSAL **LRPS-2025-9196422**” should contains of:

a. DULY-FILLED ANNEX D - BIDS WILL ONLY BE ACCEPTED IN THE CURRENCY USD. BIDS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

b. DULY FILLED Annex E - Vendor Template COMPLETE WITH SUPPORTING DOCUMENTS (scanned copy of the attached template with your organizational seal; An excel copy of the same; A void/canceled Cheque clearly indicating your account number as mentioned in the vendor template; Company Registration Document and Tax Registration/clearance Certificate of last Fiscal year)

PART I # PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

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

2. Solicitation

2.1 The purpose of this Request for Proposals for Services (“RFPS”) is to invite proposals for PROVISION OF SITE SUPERVISION & QUALITY ASSURANCE OF CONSTRUCTION WORKS (Construction of semi-permanent Transitional Learning Centres (TLC) and Permanent Construction) in Jajarkot, Rukum West, and Bajhang as fully detailed in the Terms of Reference/Statement of Work attached in Annex B

2.2 This RFPS document is comprised of the following:

- a. This document
- b. The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- c. The full Terms of Reference/Statement of Work attached in Annex B
- d. Technical Evaluation Criteria at Annex C
- e. Price Schedule at Annex D
- f. Vendor template (Annex E)

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

PART II # PROPOSAL SUBMISSION PROCESS

1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by nepalsupply@unicef.org to Supply Unit, UNICEF Nepal, Kathmandu at **nepalsupply@unicef.org** that they have received this RFPS.

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

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by Email to Supply Unit, UNICEF Nepal, Kathmandu at **nepalsupply@unicef.org** no later than 72 hrs before the closing date of the RFP.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE #

ANY PROPOSALS SENT TO THE ANY NAMED INDIVIDUAL WILL BE DISQUALIFIED.

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

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

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

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

1.4 Bid conference.

A virtual pre-bid meeting will be held at 15:00 hrs (Nepal Time) on **28th May 2025** to address any queries/comments on the RFP.

Please click the link below:

<https://events.teams.microsoft.com/event/e7a24ddf-70d4-4205-a163-3a908e8d452a@77410195-14e1-4fb8-904b-ab1892023667>

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

16 June 2025 before 24:00 hrs (Nepal Time).

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

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

2. Language

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

3. Validity of proposals; Modification and Clarifications; Withdrawal

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

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

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

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

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

4. Eligibility; Proposer Information

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

4.2 Joint Venture, Consortium or Association.

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

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

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

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

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

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

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

5. Preparation of Offer

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

Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);

Review the RFPS to ensure that they have a complete copy of all documents;

Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html ;

Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

Attend any bid conference if it is mandatory under this RFPS;

Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

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

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

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

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

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

5.6 Proposals must be clearly marked with the RFPS number.

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

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

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

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

5.11 The Proposer's Proposal will include all of the following labelled annexes:

Annex D: Price Schedule

6. Proposal Documents; Confidentiality

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

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

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

disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

7. Multiple proposals and proposals from related organizations

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

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

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

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
- (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III #AWARD/ADJUDICATION OF PROPSALS

1. Award

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

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

First, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

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

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

1.2. Proposal Evaluation Approach. Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Total Maximum 70 Points

Only Proposals which receive a minimum of 30 points will be considered further.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 50. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal 30 Points) * Price of lowest priced proposal) / Price of proposal X
Total obtainable Technical and Price points: 100

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

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

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

1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the contract(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

2. General Terms And Conditions Of Contract (Services)

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

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

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

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

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

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

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

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

PART IV # REQUIREMENTS

1. Price and Payment

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

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

The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Proposal shall be in (USD) for International bidders and in (NPR) for Nepalese bidders. UNICEF will reject any proposals submitted in another currency.

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

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

2. Implementation

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

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

arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.

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

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

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

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the RFPS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

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

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

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

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

3. Liquidated Damages

3.1 Liquidated damages. Any contracts awarded in connection with this RFPS will include the following clause on liquidated damages:

#In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one

per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract.”

PART V # PROPOSER REPRESENTATIONS

1. Price # Most Favoured Customer

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

2. General Representations

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

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

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

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

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

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

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

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

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

3. Ethical Standards

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

By submitting its Proposal in response to this RFPS, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

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

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

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

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

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

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

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

terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

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

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

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

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

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

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

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

4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this RFPS, including but not limited to the award of the contract and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to)

making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

- with incorrect (as applicable) postal address, email address or fax number;
- received after the stipulated closing time and date;
- failure to quote in the currency(ies) stated in the RFP(S);
- in a different form than prescribed in the RFP(S).

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:

Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

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

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

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

"Contractor" means the contractor named in the Contract.

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

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

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

Contractor's "Key Personnel" are: (i) 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; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

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

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

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud

and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

Provision of Services and Deliverables

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

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

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

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

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

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contractors

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

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

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

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

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the 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.

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

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

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

2.12 The Contractor confirms that it has read UNICEF's Policy on Safeguarding (as updated from time to

time). The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

ANNEX A GENERAL TERMS AND CONDITIONS

withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

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

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its

officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Intellectual Property and Other Proprietary Rights

ANNEX A GENERAL TERMS AND CONDITIONS

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

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

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

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 Subject to Article 5.3, the Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data

protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

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

End of Contract

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

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

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

ANNEX A GENERAL TERMS AND CONDITIONS

Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

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

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

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

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

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

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

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

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

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

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

ANNEX A GENERAL TERMS AND CONDITIONS

entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The arbitral proceedings will be conducted in English. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result

of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

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

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

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

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

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

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

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

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

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

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

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

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.