REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9161112

15 September 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Prepare 7 artworks out of isolation and curative messages both in Dari and Pashto languages

Issue date 15 September 2020

Closing/opening date and time 30 September 2020 at 02 00 PM Afghanistan Time

Annex A  General Terms and Conditions
Annex B  Technical Evaluation Criteria
Annex C  Financial evaluation format

IMPORTANT NOTE  Interested vendors must respond to this tender using the UNICEF e-submission system, via the UNGM portal. In order to access the full UNICEF tender details, request clarifications on the tender, and submit a vendor response to a tender using the system, vendors need to be registered as a UNICEF vendor at the UNGM portal and be logged into UNGM. For guidance on how to register on UNGM and submit responses to UNICEF tenders in the UNICEF e-submission system, please refer to the user guide and other resources available under this tender document.

#By completing and signing the Bid Form, the Bidder acknowledges that they have read and agree with the attached Annex A on General Terms and Conditions and especially Article 7 on UNICEF’s Ethical Standards in regards to prevention of fraud and corruption, child labour and any form of sexual exploitation or abuse. These ethical standards are equally applicable to the Bidder and its personnel, agents, affiliates and subcontractors.
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: Sonam Rukhsar Sarwari
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: srsarwari@unicef.org

Date: 15.09.2020

Approved By: Moses Sichawo

Date: 16.09.2020
REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF
Proposal must be made in accordance with the instructions contained in this Request for
Proposal for Services (RFPS)

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for
Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in
this RFPS

INFORMATION
Any request for information regarding this RFPS must be forwarded by email to the person who
prepared this document, with specific reference to the RFPS number

The Undersigned, having read the Terms and Conditions of RFPS No LRPS-2020-9161112 set
out in the attached document, hereby offers to execute the services specified in this document

Signature

Date

Name & Title

Company

Postal Address

Tel No

Fax No

E-mail Address

Currency of Proposal

Validity of Proposal

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

10 Days 3% 15 Days 2.5% 20 Days 2.0% 30 Days Net  Other
10 Prepare 7 artworks out of isolation and curative messages both in Dari and Pashto languages. Each artwork will only focus on one topic (for examples, Isolation, distance, fruits/food, quarantine, rest) with imagery illustration, including the 166 phone number and UNICEF Logo.

BACKGROUND
The novel coronavirus (COVID-19) outbreak, a new strain of coronavirus not previously identified in humans, which began in December 2019, was declared a global pandemic on 11 March 2020. Due to its scale and speed of transmission COVID-19 had not previously been detected before the outbreak was reported in Wuhan, China in December 2019. Infection with COVID-19 can cause mild symptoms including a runny nose, sore throat, cough, and fever. It can be more severe for some persons and can lead to pneumonia or breathing difficulties. More rarely, the disease can be fatal. Older people, and people with pre-existing medical conditions (such as, diabetes and heart disease) appear to be more vulnerable to becoming severely ill with the virus. Though older people are susceptible to the virus, younger people including children also needs to adhere to prevention messages as there are now evidence of children and young people as low as 11 years old dying from the virus. The incubation period of the coronavirus remains unknown. Some sources say it could be between 10 to 14 days. As of 20 Aug, there are over 21,943,141 confirmed cases of COVID-19 globally, with over 774,379 deaths and more than 13,803,145 people who have recovered. A total of 186 countries have been affected by the virus. The recovered persons are generally in countries that have a good health infrastructure in place. Unfortunately, so far there is no known medication for the Covid-19 disease. However, there are numerous researches going on to find vaccine, but yet no vaccine for the virus produced.

As part of the UNICEF C4D Covid-19 response, UNICEF Central Region aims to raise awareness about the danger of the Covid-19 in order to make sure people are aware and project themselves. One of the C4D Covid-19 response is conduction of Wall-paintings in all CR provinces.

OBJECTIVE
The aim is to produce 7 artworks out of isolation and curative messages both in Dari and Pashto languages. Each artwork will only focus on one topic (for examples, Isolation, distance, fruits/food, quarantine, rest) with imagery illustration, including the 166 phone number and UNICEF Logo.

SCOPE OF WORK, ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE
Scope of Work # Wall-paintings of C4D Covid-19 messages response in CR provinces

Deliverables - 7 artworks out of isolation and curative messages both in Dari and Pashto languages. Each artwork will only focus on one topic (for examples, Isolation, distance, fruits/food, quarantine, rest) with imagery illustration, including the 166 phone number and UNICEF Logo. The paintings will be done in 12 CR provinces of Kabul, Parwan, Kapisa, Panjshir, Bamyan, Daikundi, Logar, Wardak, Ghazni, Pakta, Paktia and Ghori. Carrying all the wall-painting work will be the responsibilities of the contractor and UNICEF being the client has no other obligation toward the contractor except making payments for the completed work which will be made after a thorough inspection of the work completed.

Each Wall-painting size preferably be 2'x4'. The Artworks are required to be done in the capital of provinces and places of regular commute or entry points to the provinces). The messages will be the same as our approved.
designed messages that we published in our Covid-19 response banners and posters. The provider will should
deliver as per the approved messages and design with real character images of volunteers

Timeframe # The assignment to be completed within three months of award of the contract

Reporting requirements # The contractor is to submit the following reports within the provided timeline

- 7 artworks out of isolation and curative messages both in Dari and Pashto languages Work Plan/Schedule within
  15 days after award of contract
  - Weekly work progress report at the end of each week
  - Monthly Work progress Report at the end of each month
  - Monthly work progress Meeting at the start of each month

Payments The contractor will be paid after a thorough inspection and after completing all the related wall-paintings.
No payment will be made for partially completed task or if inspected there are any deficiencies.

QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES

- Experience with similar projects
- Licensed by the government of Afghanistan to work within the country

CONDITIONS OF WORK
The location and places of wall-paintings will be identified, negotiated by UNICEF colleagues in the field.
All the logistics, transport, daily substances are part of contractor responsibilities and UNICEF has no liability to pay
for the mentioned items.
Contractor should be in mind that UNICEF is an organization that is tax exempted and the organization cannot
exempt the contractor from any taxation liability to government of Afghanistan. It is purely the responsibility of the
contractor to settle its taxation and its issues with the government of Afghanistan as and when required.

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<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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SPECIAL NOTES

1 MARKING AND RETURNING BIDS

1.1 Interested companies may submit their proposals through E-submission NO LATER THAN 30 September 2020 at 02 00 PM Afghanistan time.

Late submissions will not be entertained

Invitees are kindly requested to provide their quote in AFN currency only. No other currencies will be acceptable.

1 PRE-BID MEETING

Not applicable

2 TIME FOR RECEIVING BIDS

2.1 Bids received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Section will open Bids when the specified time has arrived and no Bid received thereafter will be considered.

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

3 PUBLIC OPENING OF BID

3.1 Not Applicable

4 REQUEST FOR INFORMATION

4.1 Any request for information regarding the Terms of Reference should be forwarded to srsarwan@unicef.org and lchen@unicef.org.

5 CHANGE OF SPECIFICATIONS

5.1 Wherever items offered which are not exactly in compliance with specifications indicated by UNICEF, or wherever alternatives are offered, it is the Bidder’s responsibility to clearly state in the Bid full specifications offered and how these differ from the specifications requested by UNICEF.

6 CORRECTIONS

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

7 MODIFICATION AND WITHDRAWAL

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

7.2 Bids may be withdrawn on written or faxed request received from Bidders prior to the
opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

8 VALIDITY OF BIDS

8.1 Bids should be valid for a period of 90 days from the date of bid opening, unless otherwise specified in the Specific Terms and Conditions.

9 DELIVERY PERIOD

9.1 With his bid, the bidder is expected to submit a time-frame programme for completion of services as per the ToR. This information will be taken into account in the Bid adjudication.

10 DISCOUNTS

10.1 Discounts on quantities and/or volume purchased and/or faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the contract.

10.2 Any discounts for any reason other than those mentioned on the Bid Form must be stated on the Bid.

11 QUALITY ASSURANCE

11.1 If the Bidder is already certified, or being certified by any standard organization, this should be clearly indicated in the Bid and a copy of the Certificate attached to the Bid.

12 RIGHTS OF UNICEF

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

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

13 AWARD/ADJUDICATION OF BIDS

13.1 The contract will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time with high technical score, whose goods/services are commercially, technically and quality acceptable, and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the ITB/RFP, provided the Bid is reasonable and it is in the interest of UNICEF to accept it. Bids will be adjudicated on measurement-payment basis.

13.2 UNICEF reserves the right to make multiple arrangements for any services where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF’s best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc. bid which meets all the requirements.

13.3 In case of an award, Bidders who have not previously received Contracts from UNICEF, may receive an order for a limited quantity until satisfactory performance is established/NOT APPLICABLE.

13.4 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable
time to inspect the premises that will be used for the production, testing and packaging of the goods, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary

14. CATALOGUES / COMPANY PROFILE

14.1 Bidders who have not already done so, are kindly requested to send a copy of their current company profile.

15 ERROR IN BID

15.1 Bidders are expected to examine all Schedules and all Instructions pertaining to the Bid. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

16 TAX EXEMPTION

16.1 UNICEF is exempted from all direct taxes. Quoted price should exclude mentioned taxes (such as Value Added Tax, Nation Building Tax, etc.) All other applicable taxes, duties, levies, licenses are to be for Supplier's account.

16.2 UNICEF is tax exempt- this status is not extended to any vendor or third party. Supplies bought from the local market (from a supplier registered in Afghanistan) are assumed to be locally available with any transport and clearance activities, the responsibility of the vendor. All prices quoted should be fully inclusive of all taxes and duties applicable to deliver the supplies as specified. No additional costs will be borne by UNICEF.

1 PURPOSE OF THE BID, PRICES AND VALIDITY

1.1 UNICEF is seeking service provider(s) for provision of "Prepare 7 artworks out of isolation and curative messages both in Dari and Pashto languages"

(a) Provide cost in AFN that will remain valid for a period of 90 days after bid closure.
(b) Successful bidder shall maintain unit rates until the completion of the project.
(c) Advise as to any discounts applicable for payment within a specified period.

1.2 Bids should be valid for 90 days from the closing date of bids.

1.3 UNICEF standard payment terms are net 30 days after receipt of the formal invoice, approved by UNICEF.

Time will be computed from the date of receipt of complete payment documentation at UNICEF Office.

Any other discount must be clearly stated in the bid.

2 CONTRACTUAL PROVISIONS

2.1 Deliveries shall be made as per instructions given in UNICEF’s contract. The project shall be delivered in UNICEF, Afghanistan.
Bidders shall indicate estimated time for completion of the full scope of works

The scope of works shall cover completion of the project as indicated in the terms of reference of this project

Any possible cost incurrence for properly finished works shall be included in to unit rates

No claims for supplementary expenditures will be accepted by UNICEF.

Any expenses incurred on such site-visits will not be borne by UNICEF

2.2 UNICEF will monitor and measure the performance of the successful bidder, in comparison with similar projects implemented by UNICEF

It is imperative that bidders shall state realistic average minimum timelines and submit a feasible strategy for project implementation

3. SUBCONTRACTING

3.1 In case the contractor intends to subcontract services, the bidder has to clearly state in his proposal which works or services are concerned. Prior to sub-contracting of services, written UNICEF consent is mandatory.

4. BIDDER REPRESENTATIONS

4.1 The bidder represents and warrants that

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

(b) It has not and shall not enter into any agreement or arrangements that restrains or restricts UNICEF’s or the ultimate recipient’s rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting Purchase Order.

5. SUPPLIER REGISTRATION AND EVALUATION

Invitees shall fill the attached supplier profile form and submit it with the technical proposal. You may find the supplier registration form attached to this request for proposal.

6. WARRANTY

6.1 The Bidder is required to give a 12 months’ defect liability warranty against any defects (only applicable to construction projects if applicable).

7. LIQUIDATED DAMAGES

7.1 Should the contractor fail to complete the works in accordance with the dates stipulated in the Article 10 of the manual contract, UNICEF shall have the right to deduct from any payment due to the contractor the amount of one tenth of a percent (0.5%) of the contract price per day up to a maximum of ten percent (10%) of the contract price. These liquidated damages shall not relieve the contractor of his obligations or responsibilities that he may have under the contract.

8. GENERAL TERMS AND CONDITIONS
8.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting Contract. In the case of any inconsistencies, the following order of precedence shall prevail:

(a) The contract document,
(b) The UNICEF General Terms and Conditions,
(c) The UNICEF specific Terms and Conditions to the contract
(d) Annex documents

9. Delivery Date

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

10. Legal Status

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

11. Contractor’s Responsibility for Employees

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

The Contractor shall provide and thereafter maintain all appropriate workmen’s compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors. UNICEF will accept no liability in this regard.

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

12. Indemnification

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

13. Insurance and Liabilities to Third Parties

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

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

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

(i) Name UNICEF as additional insured,

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

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

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

Source of Instructions

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

Encumbrances/Liens

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

Title to Equipment

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

Copyright, Patents and Other Proprietary Rights

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

18 Confidential Nature of Documents

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

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

19 Force Majeure, Other Changes in Conditions

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

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

20. Sub-Contracting

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

21. Officials Not to Benefit

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

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

23 Replacement of Personnel

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

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

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

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

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

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

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

24. Sexual exploitation and protection of children

Service Providers shall ensure that all its employees and personnel comply with the provisions of ST/SBG/2003/13 entitled #Special Measures for Protection from Sexual Exploitation and Sexual Abuse# which is available at https://oios.un.org/resources/2015/01/ST-SGB-2003-13.pdf Service Providers shall further ensure that none of its employees and personnel exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation and that each of the service providers employees and personnel complies with the provisions of other UNICEF policies relating to protection of children advised by UNICEF from time to time.
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 17, 18 and/or 19 should then be followed accordingly.

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph

1.7.2 The Proposal must be sent to the attention of unit/team and address as specified in this RFP/RFP(S) 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) number]
   [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 (IVEX)

1. In these General Terms and Conditions (General) the following terms have the following meaning:

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

"Confidential Information" means information in any form that is designated as confidential at the time of disclosure between the Parties or promptly identified as confidential in writing when furnished in tangible form or disclosed orally and includes 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 arrangements or similar contract.

"Contractor" means the contractor named as the Contract.

"Deliverables" means the work products and other outputs 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 trojan or other harmful software, instructions or design or other modification that is intended or is likely to harm, alter or replicate itself or any other characteristic of a computer program for the purpose of disrupting a computer system.

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

"Fee" as 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 the Contractor is located.

"Key Personnel" are in the proposal in its key, individual (as a consultant, partners' managers, engineers or technical advisors) to be assigned for participation in the performance of the Contract (as so designated whose resumes were submitted with the proposal and (ii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

"Personnel" means the Contractor's employees, agents, subcontractors, and other representatives.

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

"UNICEF Data" means all information or data in digital form or processed or held in digital form that (a) is provided to the Contractor by or on behalf of UNICEF and (b) is shared by UNICEF and (c) is required by the Contractor to perform the Contract.

"UNICEF Supply Website" means UNICEF's public access website available at http://www.unicef.org/supply/index.equipment_policies.html in any may be updated from time to time.

1.2 These General Terms and Conditions of Contract (Services) and this Contract have been prepared by UNICEF for use in the United Nations. The UNICEF is responsible for the quality of the Services and for the delivery of the Deliverables and for ensuring that all such policies as are effective for the effective delivery of the Contract, as well as in other countries, applicable to the Contractor are available, accessible, on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as are effective for the delivery of the Services.

2. Provision of Services and Deliverables and the Contractor's Personnel, Sub-contractors, and Sub-Hirees

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 in UNICEF's satisfaction, without expeditious or additional cost to the Contractor, as set out in the Contract. UNICEF may agree to make the additional payments to the Contractor for the performance and completion of the Services and Deliverables under the Contract.

2.2 The Contractor acknowledges that other than in all cases and shall provide the Contractor with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract.

2.3 The Contractor shall provide the Contractor with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract.

2.4 The Contractor will perform its obligations in a professional and timely manner, in accordance with the terms of the Contract and in compliance with UNICEF policies and procedures.

2.5 The Contractor will provide all necessary equipment and supplies to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract.

2.6 The Contractor will provide all necessary equipment and supplies to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract.

2.7 The Contractor will provide all necessary equipment and supplies to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract.

2.8 The Contractor shall provide all necessary equipment and supplies to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract. The Contractor shall provide UNICEF with the necessary access to UNICEF in order to effectively perform the services and Deliverables under the Contract.
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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 qualified, skilled 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.

(e) The qualifications of Personnel with whom the Contractor may assign or engage to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel similarly engaged, as proposed by this Contractor.

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 fifteen (15) working days of receiving any such request, the Contractor will replace the Personnel with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Sub-contractor who have a "liaison officer" or "representative manager" type function.

(e) If any one or more of the Personnel of the Sub-contractor 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 of replacing the Personnel and (ii) ensure that the new Personnel are acceptable to UNICEF. In making the notification, the contractor will provide an explanation of the circumstances, reassignment of the personnel assigned, and other justification and qualification of the replacement Personnel for the UNICEF contract and the extent of work for which the Personnel are engaged.

(f) The approval of UNICEF of any Personnel engaged by the Sub-contractor (including individual sub-contractors) will not be considered in respect of being the employer of agents of UNICEF.

1) All expenses of the withdrawal or replacement of the Contractor's Personnel will be borne by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all substantial sub-contractors or sub-projects to enter into any contract 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 an sub-contract will be subject to and will be construed in a manner that is fair in accordance with all of the terms and conditions of the Contract.

The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understands the obligations and responsibilities outlined in the Contract, and will maintain appropriate agreements to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of these policies.

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

2.14 The Contractor will comply with all applicable international standards and national labor laws and regulations relating to the employment of national and international staff, in connection with the Services, including but not limited to leave, health and safety, and other protections and benefits provided for in the Contract. In the case of international staff, the Contractor will ensure that the international staff will be treated in accordance with all applicable laws and regulations.

2.9 Further to Article 6.5.below, the Contractor expressly acknowledges that UNICEF takes delivery of Services or Deliverables that are fully performed but otherwise not as fully compliant with the requirements of the Contract. This does not constitute a waiver of UNICEF's rights respecting such Services or Deliverables.

1.1 The fee for the Services in the amount currently, specified in the fee section of the Contract (the "Fee") is 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 exclusive of all costs, expenses, charges, or costs. The Contractor will be responsible for and liable for all costs, expenses, charges, or costs incurred in connection with the performance of its obligations under the Contract. If the Contractor is required to pay any fees, taxes, or other similar expenses, the Contractor will be responsible for all such fees, taxes, or other similar expenses. The Contractor will be responsible for all fees, taxes, or other similar expenses incurred in connection with the performance of its obligations under the Contract.

3.1 The Contractor will prepare and deliver Deliverables in accordance with the requirements set forth in the Deliverables section of the Contract. The Contractor will ensure that all Deliverables are delivered to the location specified in the Contract. The Contractor will provide all necessary documentation and other information to UNICEF to enable UNICEF to verify compliance with the requirements of the Contract.

3.2 The Contractor will be responsible for ensuring that the Deliverables are delivered in accordance with the requirements set forth in the Deliverables section of the Contract. The Contractor will ensure that all Deliverables are delivered to the location specified in the Contract. The Contractor will provide all necessary documentation and other information to UNICEF to enable UNICEF to verify compliance with the requirements of the Contract.

3.3 The Contractor acknowledges UNICEF and agrees to deliver Deliverables in accordance with the requirements set forth in the Deliverables section of the Contract. The Contractor will ensure that all Deliverables are delivered to the location specified in the Contract. The Contractor will provide all necessary documentation and other information to UNICEF to enable UNICEF to verify compliance with the requirements of the Contract.

3.4 The Contractor will ensure that all Deliverables are delivered in accordance with the requirements set forth in the Deliverables section of the Contract. The Contractor will ensure that all Deliverables are delivered to the location specified in the Contract. The Contractor will provide all necessary documentation and other information to UNICEF to enable UNICEF to verify compliance with the requirements of the Contract.
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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 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 or 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 that UNICEF is notified of all changes to bank details together with supporting documentation satisfactory to UNICEF.

3.7 This contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice of its due to 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 claims (excluding without limitation any overpayment made to UNICEF to the Contractor’s) 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 such right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor if it has exercised such right of set-off and explain 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 provisions made by UNICEF may, subject to a post-payment audit by UNICEF’s external and internal auditors or other auditors appointed by UNICEF at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to refund the Contractor from amounts such audit or audit determines were not in accordance with the Contract and/or the terms and conditions of the Contract (excluding but not limited to the costs or expenses of UNICEF staff or other personnel).

4.4 The Contractor will indemnify and hold harmless from and save harmless and defend the United Nations officials, employees, consultants and agents and such entity (hereafter UNICEF) (and any of UNICEF’s affiliates) any losses, costs and expenses incurred by the United Nations or any other entity that receives the direct benefit of the Services and Deliverables from and against all sums claims demands losses and expenses 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 prevail over but not be limited to (a) claims and liabilities, in the nature of workers’ compensation; (b) product liabilities, and (c) any claims or other claims, pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses patent design trade mark or trade dress arising in connection with the Services or Deliverables or otherwise arising out of the use of patented inventions or designs copyrighted material or other intellectual property provided or licenced to UNICEF under the terms of the Contract or made by the Contractor as Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liabilities to the Contractor within a reasonable period of time after having such actual notice. The Contractor will take all necessary steps to defend and indemnify the Contractor against any such suit, proceeding, claim, demand, loss, or liability arising out of or in connection with the Contractor’s performance under the Contract. If the Contractor has provided UNICEF with a written statement that the Contractor has an insurance policy or policy that will indemnify the Contractor against any such suit, proceeding, claim, demand, loss, or liability arising out of or in connection with the Contractor’s performance under the Contract, UNICEF may, at its discretion, take any steps reasonably necessary to enforce the Contractor’s insurance policy or policy and to recover any sums due to the Contractor under such insurance policy or policy before commencing any legal action under this Article 4.5.

5.1 The Contractor will indemnify and hold harmless the United States from and against all sums claims demands losses and expenses of any nature or kind including costs and expenses incurred by the United States arising out of the acts or omissions of the Contractor or its Personnel in connection with the Services or Deliverables.

5.2 The Contractor will indemnify and hold harmless the United States from and against all sums claims demands losses and expenses of any nature or kind including costs and expenses incurred by the United States arising out of the acts or omissions of the Contractor or its Personnel in connection with the Services or Deliverables.
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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 immoral 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 connection with or during the course of the performance of the Contract. The term "Contract Materials" excludes but is not limited to all other drawings, photographic plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by, or secret to the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute marks made by him for UNICEF. Contract Materials will be treated as UNICEF's Confidential Informations and will be delivered to, and at the联合国's request, UNICEF's exclusive use or ownership of such information and materials.

(b) UNICEF will not be committed to and will not claim any ownership interest in any intellectual property or other proprietary rights of the Contractor that pre-existed the performance of the Contractor in 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 agrees to grant 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, even all necessary documents and generally assist in securing such proprietary rights and transferring them (or in the case of intellectual property referred to in paragraph (b) above) license them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

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

3. Except to those of its Affiliates employees, officers, representatives, agents, or sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, or

4. Unless the Confidential Information (i) is obtained by the Receiving Party from a third party, without restriction (ii) is disclosed by the Disclosing Party to a third party without any obligation of confidentiality, (iii) is known by the Receiving Party prior to disclosure by the Disclosing Party, or (iv) at any time is developed, independently by the Disclosing Party.

5.3 If the Receiving Party receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or enforcement process before or after such disclosure is made the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have reasonable opportunity to secure the return of the relevant personnel from the enforcement process and take other action as may be appropriate and (b) will take all steps necessary to prevent disclosure until the Disclosing Party is informed by the relevant authority that requested disclosure UNICEF may disclose the Disclosing Party's Confidential Information to the extent required pursuant to resolution or regulation of its governing bodies.

5.4 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 relationship with UNICEF that has not been made public or that was not communicated to the Contractor at any time under such information to private advantage.

Data Protection and Security

5.5 The Parties agree that all UNICEF's Data together with all rights (including intellectual property and proprietary rights) to and interest in such UNICEF Data will be the exclusive property of UNICEF and the Contractor has a non-exclusive license to access and use the UNICEF Data as provided in the Contract subject to 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 to an 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 all guidance, advice or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will not use any 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 network security mechanisms, policies, processes and other protective measures) that are reasonable and sufficient to meet the Contractor's confidentiality obligations under this Article 5.7 and, apply to UNICEF Data. In 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 fulfill its obligations under this Article 5.7 provided that such policies and descriptions provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may require 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 copies, remove or store UNICEF Data from a UNICEF location without, or in violation of, 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 make, use, release, redistribute or otherwise use any software or any UNICEF data network system. The Contractor represents and warrants to UNICEF that the Software and Data delivered under the Contract will not contain any Backdoor Code and that UNICEF will not otherwise receive from the Contractor any Backdoor Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies in the event of a Backdoor Code it shall provide UNICEF at its sole cost and expense with all steps necessary to: (a) remove and/or reconstruct any and all UNICEF Data loss by UNICEF under its own means in the event of a Backdoor Code (b) furnish to UNICEF a corrected version of the Software without the presence of any Backdoor Code and (c) as needed re-implement the Software.

5.9 In the event of any Security Incident the Contractor will, in such a case of Security Incident and in its sole cost and expense, (a) notify UNICEF of any Security Incident and of the Contractor's proposed remedial actions (b) implement and use all necessary damage mitigation and remedial actions, and (c) as relevant receive UNICEF's and do so directed by UNICEF, Backdoor access to the Software 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 and/or response to such Security Incident. If the Contractor fails to provide UNICEF with reasonable satisfaction as to any Security Incident, UNICEF can terminate the Contract immediately or accordingly.

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 in the Article 5 of the Contract on its service providers, subcontractors, and other third parties and will remain responsible for compliance with such requirements to 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 all data to UNICEF of all Confidential Information relating but not limited to UNICEF Data or, in the event of a breach, 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 proprietary rights and other proprietary rights in accordance with Article 5.12.

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 the other Party notice that within thirty (30) days of receiving such notice the breach must be remedied within such thirty (30) days' period of time. If the breach is not remedied within such thirty (30) days' period of time, then the breach is not capable of remedy. 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 notice of termination is provided in accordance with Article 9 (Notices and Amendments). The termination of the Contract shall not prejudice the determination of the dispute or claim.
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6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract without immediate effect upon delivery of a written notice of termination without any liabilities for termination charges or any other obligations of any kind.

(a) if the circumstances described in. and in accordance with, the Article 3 (Cohabitation) on

(b) in the event of breach of the provisions of Articles 5.2-5.11 (Confidentiality, Data Protection and Security)

(c) if the Contractor (a) is adjudged bankrupt or is liquidated, or becomes insolvent, or applies or to be declared bankrupt, (b) is granted a moratorium or is declared insolvent, or is declared bankrupt, (c) makes an assignment for the benefit of one or more of its creditors (or a trustee or receiver has been appointed and order of the Court of the Contract) (d) offers or may be declared in danger of being declared in liquidation or may be taken over or (e) has become, in UNICEF’s reasonable knowledge, in advance change in its financial condition that threatens substantially the ability of the Contractor to perform all 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 in any time by giving written notice to the Contractor in any time in which UNICEF’s mandate applicable to the performance of the Contract or UNICEF’s funding applicable to the Contract is cancelled or terminated whether as whole or in part. UNICEF can also terminate the Contract on an (60) day written notice to the Contractor without any need to provide a justification

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor shall take immediately steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner and to avoid or reduce exposure to a maximum, and will not undertake any further or additional commitments as of such following the date it receives the termination notice. In addition to the Contractor will take any other action that may be necessary or that UNICEF may direct in writing in order to minimize losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and which UNICEF has no or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF all other documents, records, data and materials related specifically to the Contract. If UNICEF obtains the assurance of another party to continue the services or to complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly transfer of Services and transfer of any Contract-related data materials and work-in-progress. The Contractor will at the same time transfer 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 deficits and deficits-related expenses provided in accordance with the Contract and the Party may terminate the Contract on the same terms and conditions as provided for in Article 6.4 above except that the period of notice will be seven (7) days instead of thirty (30) days. If “force majeure” means and unforeseeable and unavoidable events arising from forces beyond the control of the Contractor, including acts of nature, any act of war (whether declared or not), any 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, and (b) an event that a diligent party could reasonably have been expected to take into account and plan for in the case the Contractor was entered into (c) the non-execution of funds mobilized to make any payment required under the Contract or any economic conditions including but not limited to inflation; price increases or labour availability in (d) any event resulting from bomb condonies or logistical challenges for the Contractor (including civil unrest) associated with locations or which UNICEF is operating or is about to operate in or withdrawing from, or at any event resulting from UNICEF’s humanitarian emergency or similar response operations.

7 Other Conditions

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. The Contractor will respect the local laws and curtey and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no employee of UNICEF or any of UNICEF’s Child Nutrition Systems and Information and Monitoring activities for the Elimination of All Forms of Child Labour No 718 (1999) or to (b) the manufacturer, its subcontractors, or any of its Affiliates or agents, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF.

7.4 The Contractor will (a) observe the highest standards of ethics (b) use its best efforts to promote UNICEF against fraud, fraud (c) comply with all applicable procedures of UNICEF’s Policies, Prohibiting and Combating Fraud and Corruption. In particular, the Contractor will not engage and or will not employ any person or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF.

7.5 The Contractor will during the term of the Contract comply with all laws and regulations relating to the performance of its obligations under the Contract and the standards of conduct required under the UN Supplier Code of Conduct (as made in the United Nations Global Marketplace website - www.unmarket.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates or agents, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF, or any of its Affiliates or persons connected to, or acting for or on behalf of, UNICEF.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of any person or persons engaged by the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract. For purposes of sexual exploitation or abuse of any person less than eighteen years old, or persons engaged in the Contractor to perform services under the Contract.
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while UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability, for termination charges or any other liability to any

7.8. The Contractor acknowledges and agrees that each of the provisions of the Contract is essential to the Contractor and the Contractor's Affiliates or (ii) the Contractor or any of its Affiliates. Notice or removal of any such suspension or temporary suspension as described in Article 7.3 during the term of the Contract.

7.9. In the case of suspension of the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period specified in the notice of suspension. UNICEF may, if the suspension by written notice to the Contractor and the Contractor and all other affected persons or entities agrees in writing, in accordance with the terms of the Contract, to extend the period of suspension or renewal of the suspension. In such case, the Contractor or any other person, such extension will be subject to an order of suspension in accordance with the terms and conditions of the Contract.

7.10. In the case of suspension of the Contractor's performance, the Contractor and the Contractor's Affiliates or any of its Affiliates. Notice or removal of any such suspension or temporary suspension as described in Article 7.3 during the term of the Contract.

7.11. If at any time the Contractor defaults in the payment of any part of the Contract, the Contractor shall be liable for the immediate termination of the Contract and for any other consequences of such default.

7.12. In the case of suspension of the Contractor's performance, the Contractor and the Contractor's Affiliates or any of its Affiliates. Notice or removal of any such suspension or temporary suspension as described in Article 7.3 during the term of the Contract.

8.1. From time to time, the Contractor shall conduct inspections, post-payment audits or investigations relating to, in respect of the Contractor's compliance with the provisions of Article 7.3. The Contractor shall appoint its own representatives to conduct such inspections, post-payment audits or investigations including, but not limited to, the Contractor's performance, and the Contractor's Affiliates or any of its Affiliates, as required by UNICEF. The Contractor shall ensure that all inspections, post-payment audits or investigations are conducted in accordance with the terms of the Contract and in accordance with the procedures established by UNICEF.

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

8.3. The Contractor will agree to submit to any dispute or claim arising out of or relating to the Contract to arbitration in accordance with the United Nations Convention on the Settlement of Investment Disputes of the United Nations 1965 or otherwise.

9.1. Nothing in or related to the Contract will be deemed to create any express or implied obligation to any party or any third party. The Contractor shall not be bound by any prior representations or agreements made to any third party.

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

10. Notices

10.1. Any notice or request to be given to either party under the Contract shall be in writing, and shall be delivered to the address specified by the other party or by such other means as the parties may agree in writing.

10.2. Any notice, request or proposal in connection with the Contract shall be in writing, and shall be delivered to the address specified by the other party or by such other means as the parties may agree in writing.

10.3. All documents that comprise the Contract and all documents notices and requests shall be provided pursuant to or in connection with the Contract shall be deemed to include and shall be interpreted and applied consistently with the provisions of Article 9 (Notices and Disputes) of the Contract.

10.4. If at any time the Contractor defaults in the payment of any part of the Contract, the Contractor shall be liable for the immediate termination of the Contract and for any other consequences of such default.

10.5. The Contractor shall be liable for the immediate termination of the Contract and for any other consequences of such default.
## Annex B

**Technical evaluation Criteria**

<table>
<thead>
<tr>
<th>TECHNICAL CRITERIA</th>
<th>POINTS TO CONSIDER</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Response</td>
<td>• Completeness of response</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>• Overall concord between TOR/needs and proposal</td>
<td>5</td>
</tr>
<tr>
<td>Company profile</td>
<td>• Profile of company and experience on similar projects</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Client references</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>• Previous UN/INGO contracts and duration</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Number of customers, size of projects, number of staff per project</td>
<td>5</td>
</tr>
<tr>
<td>Proposed Methodology and Approach</td>
<td>• Technologies/materials used - compatibility with UNICEF/UN</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• Project management, monitoring and quality assurance process</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL SCORE</td>
<td></td>
<td>60</td>
</tr>
</tbody>
</table>

## Annex C

**Financial proposal Format**

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Cost (AFN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>To prepare 7 artworks out of isolation and curative messages both in Dari and Pashto languages. Each artwork will only focus on one topic (for examples, isolation, distance, fruits/food, quarantine, rest) with imagery illustration, including the 166 phone number and UNICEF Logo.</td>
<td></td>
</tr>
</tbody>
</table>

1. All costs should be shown exclusive of VAT. In accordance with the exemption from Tax in article II, section 7 of the convention of the Privileges and Immunities of United Nations, 1946, UNICEF is exempted from all taxes + duties.

2. If the successful bidder is a registered company in Afghanistan, in accordance with national legislation, invoices will be paid in AFN.