REQUEST FOR PROPOSAL

RFP-2015-ULSA-002 **20 November 2015**

UNITED NATIONS CHILDREN'S FUND (UNICEF)

through its Staff Association (ULSA) and in support of the welfare of staff is seeking to identify and contract a reputable restaurant or catering company for the purpose of entering into contract to manage its already existing canteen and provide efficient and quality catering services to national & international customers.

SEALED OFFERS SHOULD BE SENT TO:

UNICEF

Attention: Bid Opening Unit

UNICEF Liberia Office at Bright's Apartments, Sekou Toure Avenue, Mamba Point, Monrovia, Liberia

IMPORTANT – ESSENTIAL INFORMATION

The reference RFP-2015-ULSA-002 must be shown on your offer.

THE PROPOSAL FORM MUST BE USED WHEN REPLYING TO THIS INVITATION. FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPSAL FORM, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION.

Offers MUST be received by latest 10:00 am Liberia local time on Thursday, 10th December 2015. Proposals received after the stipulated date and time will be invalidated.

Pre-Bid Meeting with potential bidders: Friday, 04 December, 2015 Time: 11am

Hard copy proposals must be submitted in duplicate, in a securely sealed envelope in accordance with the Instructions to Bidders contained in this RFP.

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By: **Henson King**
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: hking@unicef.org
0770267308

Email: rkwabo@unicef.org
0770267301

Verified By: **Mark Okingo**
Chief Supply & Logistics
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

PROPOSAL FORM

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

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

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

DECLARATION
The undersigned, having read the Terms and Conditions of **RFP-2015-ULSA-002** set out in the attached document, hereby offers to supply the goods/services specified in the schedule at the price or prices quoted, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the document.

Name of authorized representative: _____

Title: _____

Signature: _____

Date: _____

Supplier Name: _____

Postal Address: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

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

Currency of Offer: _____

unicef

PROPOSAL FORM – RESPONSE FORMAT

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

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

1.0 INTRODUCTION

UNICEF Canteen provides services to UNICEF staff and other persons including staff of the UN and auxiliary firms. Approximately 30 – 40 persons eat daily in the Canteen. These are projections only. The detailed description of services and hygiene standards represent generally the basis of the services to be performed by the Contractor. However, such description shall not be construed as limiting the responsibilities of the Contractor to ensure that quality services are provided to the full satisfaction of UNICEF and the consuming public.

1.1 Awarding of Contract:

The firm that provides the most suitable or acceptable offer and has the necessary financing, infrastructure, personnel, materials, supplies, facilities & equipment and is qualified, ready and willing to accept and perform the obligations stipulated in this contract will sign a contract with UNICEF through the Staff Association to operate the Canteen for an initial period of one year (subject to renewal annually). Renewal of the contract is based on satisfactory evaluation of the quality of services provided in addition to adherence under the terms and conditions for the contract.

Interested firms are asked to thoroughly read the below terms and conditions which will be applicable during the operation of the Canteen and will be included in the terms and conditions of the agreement/contract that will be signed.

1.2 Terms and Conditions:

UNICEF Liberia through the Staff Association will be required to

i) Make the Canteen facilities available to the Contractor, based on an acceptable offer, for provision of meals.
ii) Provide chairs, tables, tablecloth, two compartments refrigerator – large, four-pot electric stove, macro-wave oven, toaster, DSTV, Sharp Stereo System 700 watt and air-conditioners.
iii) Provide utilities to include electricity and water. The facilities provided are to be used economically to avoid high cost to UNICEF.

iv) Conduct on-site visit to the canteen without prior notification to follow up compliance with the contract's terms and conditions.

The Contractor will be required to

i) Operate the Canteen from 7 a.m. to 4 p.m. Mondays to Thursdays and 7 a.m. to 3 p.m. on Fridays ensuring efficient services to staff at all times.

ii) Operate the Canteen on National Holidays that are not UN Holidays (there are National Holidays on which UN staff are required to report to work). These dates will be shared with the Contractor.

iii) Provide catering services at UNICEF's functions held in the Canteen; subject to request from UNICEF.

iv) Prepare WEEKLY MENU of meals based on AGREED/ACCEPTABLE prices in the Bid document. Any change in price must be communicated and discussed with UNICEF Staff Association before coming into effect. The menu FOR THE WEEK must be made available on every Monday of the week. The menu should reflect diversity of dishes including Liberian, International, and vegetarian dishes. It should also include all types of meals: breakfast, lunch, snacks and refreshments.

v) All food/meals brought into the Canteen must be pre-cooked meals/food. The facilities in the Canteen should be used ONLY for heating, frying, boiling, steaming and limited baking. The reason being the Canteen is located on the Office premises and food preparation cannot be permitted and therefore must be limited.

vi) Maintain the Canteen including furniture and facilities ensuring a healthy and clean environment, take responsibility for all items therein, and make immediate report to UNICEF on any theft, breakage, fault, etc.

vii) Ensure sanitary conditions are fully met and maintained at all times in the Canteen and surrounding areas; Cleaning of the curtains, floor, kitchen, back yard, etc.

viii) Provide utensils and dishes to include plates, bowls, cutleries, glasses, etc. for serving of meals. Provision of additional equipment to be installed in the Canteen facility must approved by UNICEF prior to installation. **At no time shall the contractor permanently install any new equipment or change any existing equipment (by UNICEF or by the contractor) without having first received prior written approval from UNICEF.**

ix) Pay to UNICEF Liberia Staff Association, on a quarterly basis, a monthly fee based on acceptable offer or negotiation, as compensation for use of the Canteen and available facilities. This payment is to be made on the 5th of the month after the quarter.

x) Adhere to vehicle entry in the compound of UNICEF; meanwhile only one vehicle owned/operated in line with the service provision is allowed to park in the compound at a designated parking lot identified by the Operations Section of UNICEF through the Transport Unit

xi)Both UNICEF and the Contractor will inform each other, in a timely manner, of any incidence that could cause problems or hamper the services so that appropriate actions are taken timely to resolve any incidence.

2.0 Personal Health & Hygiene Standards:

2.1 The contractor shall be responsible for ensuring that the personnel who are to work in any capacity at UNICEF Cafeteria are in good health and free of any contagious, infectious or communicable diseases. Medical certificates shall be required for all employees prior to being hired. In addition, the contractor shall ensure that all personnel working in and around the food areas have a food handler's medical certificate prior to being hired. The medical examination shall be conducted in sufficient detail to affirm that the candidate is physically and medically fit to work in food preparation and food handling.

2.2 It shall be the contractor's responsibility to ensure that the food handler's medical certificates are renewed every six (6) months. Any cost related to the required medical examination shall be borne by the contractor.

2.3 UNICEF reserves the right to inspect such medical records of the contractor's staff at any time and without prior notice during the contract term.

2.4 Contractor's personnel shall wash their hands upon reporting for work, immediately after eating, after visiting the lavatory, after using tobacco products and after handling raw meat, poultry, garbage or soiled items.

2.5 The contractor shall maintain and keep fingernails clean, cut short and free of nail polish.
2.6 The Contractor shall not use tobacco in any form, except during break periods in designated areas/smoking zones.
2.7 Contractor's personnel shall not take alcohol or illegal drugs

while on duty. The contractor shall immediately remove & replace employees who are under the influence of alcohol or drugs.
2.8 Personnel who handle or serve food shall not be used to clean lavatories, garbage cans, sewers, drains, grease traps or perform similar custodial duties.
2.9 Personnel having open lesions, particularly of the hands, face and neck or acne of the face shall not be allowed to work in food preparation or food handling.

3.0 Food Hygiene Standards:

The Contractor shall provide catering services in accordance with a recognized Codex Alimentarius.

The Contractor's compliance with, but not limited to the following standards are required:

(a) FOOD STORAGE

i. Chilled food shall be stored under refrigeration to maintain a temperature range of 34-35 degrees Fahrenheit or 1-8 degrees Celsius.

ii. Frozen food shall be stored at a temperature of 0-10 degrees Fahrenheit or minus 18 to minus 23 degrees Celsius.

iii. Bulk or dry food (e.g. rice, salt, sugar, flour), when not stored in its original container, shall be stored in clean, disposal, food grade plastic liners which have been placed in a covered metal, plastic storage container or in a stainless steel ingredient bin.

iv. Food, whether raw or prepared, which has been removed from its original containers shall be stored in a covered and labeled container with the item name, date & time. Halal products must always be separately stored, prepared and served, clearly separated from non-Halal goods.

v. Container of food shall be stored at a minimum of six inches (15cm) above the floor on pallets or on shelves, and shall not be stored under exposed or unprotected sewer or water lines.

vi. Non-food items, i.e. cleaning supplies, insecticides, shall not be stored in food preparation or food storage areas.

(B) SANITATION REQUIREMENTS:

i. The Contractor shall sweep, mop and clean floors, vacuum and clean rugs/carpeting where installed in dining areas, clean tables, chairs, counters, kitchen preparation and service equipment. The contractor shall spot clean all walls, baseboards, window ledges, doors & door frames daily to remove smudges, stains, spillage and splashes and prevent accumulation of dust and dirt. The Contractor, as a minimum, shall wash all walls, baseboards, windows, ledges, doors & frames weekly. Molds & mildews shall not be permitted to build up or remain on walls in high moisture areas.

ii. All cleaning/service of the dining area and equipment shall be completed no later than the start of each day's opening hours and after the closing of the facility at the end of the day's operation.

iii. General cleaning shall not be performed during schedule opening hours. Food spills/accidents in dining area during opening hours shall be cleaned within five (5) minutes after the occurrence.

iv. The Contractor shall segregate and remove trash and garbage to disposal areas designated by UNICEF.

v. The Contractor shall clean and sanitize dishes, glassware, trays, cups, bowls, tumblers, flatware etc., which shall be free of all visible signs of food, food residue, grease, soap scum or foreign matter.

vi. The Contractor shall clean the exterior of salt, pepper and sugar dispensers and napkin dispensers on a daily basis. As a minimum, the contractor shall empty, wash, rinse and dry all salt, pepper and sugar dispensers on a weekly basis.

vii. The Contractor shall provide and clean textile table covers, if applicable, which must be changed as frequently as necessary to keep them free of any spot or stain.

(C) Equipment Cleaning:

i. The Contractor shall drain and clean all types of dishwashing equipment after each use. Dishwashing machines shall have the curtains, spray arm, trays and other removable parts removed, cleaned and air dried. The removable parts shall be free of grease, foreign matters and smudges. Exterior surfaces shall be wiped clean after each meal. As a minimum, lime deposits shall be removed by scrubbing or dissolving weekly.

ii. The contractor shall clean ovens and ranges daily as a minimum to remove food particles, spillage, grease etc. Properly cleaned equipment shall be free of dirt, rust grease food particles and foreign matter.

iii. The Contractor shall clean grills and grill taps after each use to remove food particles, spillage, grease etc. Properly cleaned equipment shall be free of dirt, rust grease food particles and foreign matter.

iv. The Contractor shall clean toasters daily to remove food particles, spillage, grease etc. Properly cleaned equipment shall be free of dirt, rust grease food particles and foreign matter.

v. The Contractor shall be responsible and liable for all property provided by UNICEF for use under the contract and shall take full all necessary measures to properly use, maintain and replace and protect the property from abuse or neglect of any kind, including theft. At the end of the contract, all property shall be returned to UNICEF in the same quantity and condition, taking into account normal wear & tear.

vi. The Contractor shall, with prior written agreement of UNICEF, purchase and bring on site, at its own cost and expense, any additional equipment to that listed in the Joint Opening Inventories which may be necessary for the satisfactory discharge of the contractor's obligations and responsibilities under the contract. All such additional equipment would remain the property of the contractor, who shall be responsible for its maintenance, repair and replacement.

The evaluation panel will first evaluate each response for compliance with the technical requirement of this RFP. An inspection visit will then be made to the premises of the firm or firms which will be shortlisted following the first phase of the evaluation process.

Category of Evaluation:

After the opening, each proposal will be assessed first on its technical merits and subsequently on its prices. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff; and their conclusions will be forward to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the technical requirement of this RFP. An inspection visit will then be made to the premises of the firm or firms which will be shortlisted following the first phase of the evaluation process.

1. **Technical Evaluation**
2. **Financial (price proposal)**

No.	Criteria	Maximum Points
1. Overall Response		
Completeness of response		**0**
Overall concord between RFP/Bid requirements and proposal		**5**
Maximum Points		**5**
2. Vendor and Key Personnel		
Range and depth of experience with similar services, size of business, number of staff		**10**
Client reference & number of customers		**5**
Key personnel – relevant experience and qualification		**10**
Maximum Points		**25**
3. Proposed Business Methodology and Approach		
Service Plan & innovation approach (any additions)		**10**
Service management, monitoring and quality assurance process		**10**
Maximum Point		**20**
Total maximum obtained for Technical Criteria		**50**
Minimum score for technical compliance		**35**
4. Physical verification		**10**
Maximum score for technical and physical compliance		**60**
Total minimum obtained for Technical Criteria & Physical verification		**42**
6. PRICE (Unit Cost)		**40**
TOTAL MARKS		**(100)**

Note: Minimum qualifying marks for technical proposals is 48 (60%). In normal circumstances, only those offers that score minimum and above points on technical proposals will be considered for commercial evaluation. However, UNICEF reserves the right to evaluate all commercial offers if UNICEF considers it in its best interest.

INSTRUCTIONS TO BIDDERS

1 MARKING AND RETURNING PROPOSALS

1.1 **SEALED PROPOSALS** must be and despatched to arrive at the UNICEF office indicated NO LATER THAN **10:00Hrs LIBERIA LOCAL TIME ON Thursday, 10th December 2015.** Proposals received in any manner other than as outlined in clauses 1.3 to 1.5, will be INVALIDATED.

1.2 Hardcopy proposals shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelopes and all envelopes shall indicate the bidder's name and address. The **outer envelope** shall be addressed as follows:

Attention: Bid Opening Unit
UNICEF Liberia Office at Bright's Apartments, Sekou Toure Avenue, Mamba Point, Monrovia, Liberia

RFP-2015-ULSA-002
DUE: 10 December 2015

1.3 The **first inner envelope** shall be marked **Technical Proposal and addressed in the manner indicated,** and shall contain the following documentation:

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

1.4 The **2nd inner envelope** shall be marked **Price Proposal and addressed in the same manner as the first envelope,** and shall contain the following documentation:

(a) Bidder registration/incorporation documents;
(b) Audited financial statements for the past 2 years;
(c) Price.

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

(a) An all inclusive rate per person/day (including honorarium and living expenses) for each proposed team member to be assigned to the project in the field and a rate for his/her work at the home office, if any;
(b) An all inclusive amount for any travel related expenses (indicating the number of trips required by each team member);
(c) Other costs, if any, indicating nature and breakdown;
(d) A summary of the total cost for the proposed services, excluding taxes from which UNICEF is exempt and as outlined in clause 15 of these Instructions and in clause 5 of the General Terms and Conditions;
(e) A proposed schedule of payments, all of which must be expressed and will be affected in Kwacha.

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

1.7 Bids received in a manner not outlined above will be INVALIDATED.

2 TIME FOR RECEIVING PROPOSALS

2.1 Sealed Proposals received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Opening Unit will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

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

2.3 Modification of sealed Proposals already submitted in a sealed envelope will be considered if received prior to the closing time and date.

3 PUBLIC OPENING OF PROPOSALS

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

4 REQUEST FOR INFORMATION

4.1 Any request for information regarding the specifications should be forwarded to the Procurement Officer who VERIFIED the Bid.

5 CORRECTIONS

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

6 MODIFICATION AND WITHDRAWAL

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

6.2 Proposals may be withdrawn on written 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 Proposal after it has been opened.

7 VALIDITY OF PROPOSALS

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

8 DISCOUNTS

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

9 QUALITY ASSURANCE

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

10 RIGHTS OF UNICEF

10.1 UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.
10.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

11 EVALUATION OF PROPOSALS

11.1 Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.

11.2 A 2 stage procedure will be utilised in evaluating proposals, with evaluation of the **Technical Proposal** being completed prior to any evaluation of the **Price Proposal**. **Technical Proposals** will be evaluated for compliance with the mandatory requirements of the RFP.

11.3 The **Technical Proposal** has a total possible value of **60** points. **Technical Proposals** receiving 48 points or higher, will be considered technically responsive and the **Price Proposal** will be opened. Proposals which are considered technically non-compliant and non-responsive, and will not be given further consideration.

11.4 The total number of points allocated for the **Price Proposal** is **40**. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders which obtain the threshold points in the evaluation of the **Technical Proposals**. All other **Price Proposals** shall receive points in inverse proportion to the lowest price.

12 AWARD/ADJUDICATION OF PROPOSALS

12.1 The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable 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 in paragraph 11.1 above.

13 ERROR IN PROPOSAL

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

14 RFP TERMS AND CONDITIONS

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

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

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

FORMAT FOR CONTRACT

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

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at [address of Country Office];

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

WHEREAS:

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

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

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

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

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

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

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

Contract Documents

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

(a) Annex I - [Statement of Work]

(b) [other Annexes, as required]

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

(d) The Bid [Proposal].

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

(a) this document;

(b) Annexes I to [number];

(c) the Invitation to Bid [Request for Proposal]; and

(d) the Bid [Proposal].

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

Term of Contract

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

Project Authority

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

Specifications and Deliverables

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

Delivery Date

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

Price

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

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

Inspection and Acceptance

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

Invoicing Instructions

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

[Address for sending the invoice]

Payment

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

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

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

Tax Exemption

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

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

Legal Status

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

Contractor's Personnel

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

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

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

Replacement of Contractor's Personnel

21. UNICEF may request at any time the replacement of any person assigned by the Contractor to perform any work under this Contract. Any such request by UNICEF shall not

be deemed a termination of this Contract. The Contractor shall, at its own expense, replace such person forthwith, subject to UNICEF's prior written approval of the replacement if the replacement is for a managerial or supervisory position.

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

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

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

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

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

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

Sub-Contracting

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

Source of Instructions

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

Confidential Nature of Documents

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

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

Title to Equipment

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

Copyright, Patents and Other Proprietary Rights

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

Encumbrances/Liens

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

Indemnification

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

Insurance and Liabilities to Third Parties

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

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

35. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this

Contract or the operation of any vehicles, boats, aero planes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

(i) Name UNICEF as additional insured;

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

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

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

Late Delivery

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

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

Assignment and Insolvency

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

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

Force Majeure, Other Changes in Conditions

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

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

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

Termination

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

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

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

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

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

50. The initiation of arbitral proceedings in accordance with Article [number] "Settlement of Disputes" below shall not be deemed a termination of this Contract.

Child Labour

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

52. Any breach of this representation and warranty shall entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNICEF.

Mines

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

Use of United Nations and UNICEF Name and Emblem

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

Officials Not to Benefit

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

Prohibition on Advertising

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

Privileges and Immunities

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

Settlement of Disputes

Amicable Settlement

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

Arbitration

59. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to the Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by an arbitration award rendered as a result of such arbitration as the final adjudication of such dispute. The costs

of the procedure shall be shared equally by the Parties. In no event shall UNICEF be liable for incidental, indirect or consequential damages or for lost revenues or profits. The arbitral tribunal shall have no authority to award punitive damages. The Tribunal shall have no authority to award interest in excess of four per cent (4%) and such interest shall be simple interest only. As used herein, the term, "UNCITRAL" means the United Nations Commission on International Trade Law."

General Provisions

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

If to UNICEF:

[UNICEF Country Office]

Attention: The Representative

Telephone: [number]

Fax: [number]

If to the Contractor:

[Name of Contractor]

[Address]

Attention: [name]

Telephone: [number]

Fax: [number]

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

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

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

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

Effective Date

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

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

THE CONTRACTOR UNICEF, the United Nations Children's Fund

By: _____ By: _____

[name] [name]

[Title] [Title]
Authorised Representative Authorised Representative