



United Nations Children's Fund  
UNICEF  
International Zone  
UNAMI compound  
BAGHDAD  
Iraq

Telephone  
Facsimile  
Email [baghdad@unicef.org](mailto:baghdad@unicef.org)

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## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2017-9131999

29 May 2017

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

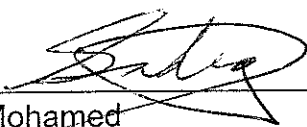
**Wishes to invite you to submit a proposal for**

Institutional Contract for Multiple Indicator Cluster Survey (MICS) to be implemented in various cities across Iraq

XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXX

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



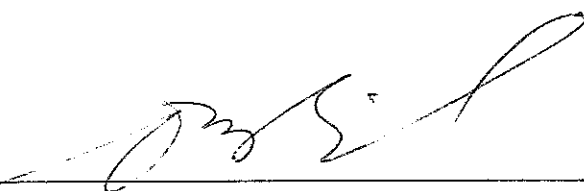
Sadeq Mohamed

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

Email : ssmohamed@unicef.org

Date: 29.5.2017

Approved By:



Date: 29/5/2017

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-2017-9131999** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

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

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_ Other \_\_\_\_\_

| Item | Service Description                                                                                        | Quantity | Unit | Unit Price | Price |
|------|------------------------------------------------------------------------------------------------------------|----------|------|------------|-------|
| 10   | <b>MICS Consultant survey</b>                                                                              |          |      |            |       |
|      | Institutional contract for the Multiple Indicator Cluster Survey (MICS).<br>As per Attached TOR - Annex 1. |          |      |            |       |
|      | Technical and Financial Offers to be sent separately.                                                      |          |      |            |       |
|      | MICS Consultant surevey                                                                                    | 1        | EA   |            |       |

## SPECIAL NOTES

Request for Proposal for Services (LRPS)

IRAQ/LRPS/2017/9131999

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to receive offers for the

Institutional Contract for Multiple Indicator Cluster Survey (MICS) to be implemented in various cities across Iraq

OFFERS SHOULD BE SENT TO:

UNICEF Iraq official electronic bid box at below email address ONLY:

[iraqsupply@unicef.org](mailto:iraqsupply@unicef.org)

Attention: Supply and Logistics Section

Failure to send email to [iraqsupply@unicef.org](mailto:iraqsupply@unicef.org) will disqualify the offer.

### IMPORTANT ESSENTIAL INFORMATION

The reference IRAQ/LRPS/2017/9131999

MUST be shown on the subject line of your offer.

For monitoring bid distribution and response, invitees who do not intend to participate in the bid are kindly requested to reply to the invitation email expressing their unwillingness.

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

Offers MUST be received by latest by 12:00 PM hours local time on 11.6.2017. Offers received after the stipulated date and time will be invalidated.

OFFERS WILL ONLY BE ACCEPTED IN US\$. OFFERS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.

NOTE: Financial and technical proposals must be sent in separate emails.

Awarding of contract;

The award will be based on the highest score of both technical and financial offers.

Technical proposal accounts for 70/100 whereas cost proposal accounts for 30/100 of the marks. Bidders must score at least 45 on the technical proposal to be considered further with the cost proposal. Please see annex 2 for more details.

Queries shall be addressed to:

Sadeq Mohamed

Supply Assistant

UNICEF Erbil office

Email: [ssmohamed@unicef.org](mailto:ssmohamed@unicef.org)

Tel. 0750 794 9317

INSTRUCTIONS TO VENDORS

A. INTRODUCTION

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

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

Terms of Reference for Institutional Consultant

| Section    | Content                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Background | <p>- The Multiple Indicator Cluster Survey (MICS) is an international household survey programme developed and supported by UNICEF. MICS is designed to collect estimates of key indicators that are used to assess the situation of children and women. Over the past 20 years MICS has become a key source of data on child protection, early childhood education, and a major source of data on child health and nutrition. Iraq Country office has decided to carry out MICS in the year 2017 which will be referred to as MICS6. PME is responsible for ensuring that all pre-requisites are complete and necessary human resource is in place to provide support to the UNICEF survey team in PME, Central Statistics Office (CSO) and Kurdistan Regional Statistics Office (KRSO). In order to ensure that the implementation of the MICS survey runs smoothly, the UNICEF Iraq Country Office intends to hire a full time consultant. the Consultant will provide administrative and technical support to the PME and government counterpart. The Consultant will oversee the overall MICS process ensuring that specific deadlines are met, and that Central Statistical Office (Bagdad and Kurdistan Region) receives the technical assistance necessary to produce statistically sound and reliable data,</p> <p>- Under the overall supervision of the Chief of Planning, Monitoring and Evaluation, the UNICEF MICS Consultant (UMC) will support and provide guidance to UNICEF Iraq Country Office and Central Statistics Office (CSO) for the preparation, implementation, and completion of the MICS survey in country. The UMC will advise (CSO) and (KRSO), especially the Survey Coordinator and sampling and data processing experts, during survey planning, questionnaire design, sampling, training, fieldwork, data processing, data analysis, dissemination, and archiving, ensuring that MICS protocols and recommendation are being followed at all times. The UMC will communicate effectively between the Survey team in UNICEF CO, RO and CSO, responding promptly to MICS related needs and issues as they arise.</p> <p>Objectives, Purpose &amp; Expected results</p> <p>- MICS surveys are usually carried out by government organizations, with the support and technical assistance of UNICEF. It has been planned to complete the MICS in approximately 12 months with UNICEF working closely with the implementing agency (CSO) and (KRSO) to ensure that MICS guidelines and international standards are met at all stages.</p> <p>- As a whole, MICS 6 will be managed by relevant PME staff but the volatile situation and changing work priorities in context of Iraq necessitates that a full time support capacity is</p> |

available to the MICS team in UNICEF. The MICS team however, will continue to work on the planning aspects by the time the consultant is hired. Additionally, the country office intends to complete the survey in a minimum possible time so the need of additional in country support is envisaged in situation per se.

- The carrying out of the MICS is in line with the commitment UNICEF has agreed upon in the County Program and Action Plan (CPAP- 2016/19). This is specifically stated under the para 147 of the signed CPAP between UNICEF and Government of Iraq. It is pertinent to mention that that MICS was originally planned for the year 2018. However, the pressing need for updated data on various development indicators necessitated that MICS is carried out on priority and the UNICEF management has taken decision that it shall be rolled out in the year 2017.

Description of the assignmentThe UMC will be responsible for coordinating and supporting the work of other resource persons hired by UNICEF to provide technical assistance to the MICS process. The Consulting Firm will work in close collaboration with the survey team, the stakeholders, and Steering and Technical Committees and will represent UNICEF in MICS related meetings and workshops in relation to the survey as needed including.

- Provision of technical and managerial support to the MICS survey;
- Presentation the MICS methodology, tools, and guidelines to partners/stakeholders (e.g. ministries, UN Agencies, etc.);
- Preparation and document key notes, minutes of the meeting, Action points of various MICS technical and coordination meetings within UNICEF and with other stakeholders including CSO and KRSO.
- Finalization of, the Survey Plan and Budget, including timetable in collaboration with national partners and UNICEF CO and share with UNICEF Regional Office (RO);
- Oversight of each stage of the survey process and ensure that the MICS protocols and standards are followed by the CSO and KRSO, more specifically during training and field supervision visits;
- Communicate regularly with the UNICEF CO, RO and/or Headquarters (HQ) responding to all MICS related issues in a timely manner;
- Provision of progress reports on MICS activities to the UNICEF CO/RO/HQ on a monthly basis;
- Coordination of the work of CSO and KRSO experts and UNICEF Regional Consultants and other resource persons assigned by the UNICEF CO and/or RO to support different survey stages;
- External technical reviews by experts (i.e. Regional Sampling Consultant, Regional Data Processing Consultant, and Regional Household Survey Consultant) are carried out at key survey stages and coordinate the feedback and response between the CO/RO/HQ and CSO;
- All survey related documents and deliverables (questionnaires, manuals, expert reports, final report, datasets, etc.) are properly archived throughout the survey process;
- Participate in all MICS Steering and Technical Committee meetings;
- Lessons learned, problems, and good practices are documented throughout the MICS process and rapidly shared with the MICS community (other MICS implementing countries, RO, and HQ) through all means available.

#### Specific Activities

- In consultation and collaboration with the UNICEF CO ,CSO and KRSO the Consultant will be responsible for ensuring the following activities have been undertaken in line with the MICS guidelines and will contribute to the coordination of these activities:

#### Survey Planning:

- The clauses of Memorandum of Understanding between UNICEF and CSO and KRSO has been understood and implemented by all parties;
- A Steering Committee is established and comprised of relevant line ministries/Development Partners;
- A Technical Committee comprised of all relevant technical experts is established;

- The Survey Plan and Budget, including timetable is finalized and shared with all stakeholders;
- Survey supplies are procured and distributed in time for training, data collection, and data entry;

#### Sample design:

The UNICEF Regional Sampling Consultant is provided with necessary information and his/her visit is well managed and coordinated within survey plans;

- Sample design is finalized by the sampling expert of CSO with the guidance and review of the UNICEF Regional Sampling Consultant;
- Household Listing and Mapping operations are reviewed by the UNICEF Regional Sampling Consultant and carried out on the field according to MICS recommendations;
- Sample design is reviewed by the UNICEF RO and/or HQ before finalization.
- The final selection of households is reviewed.
- MICS questionnaires:
- Appropriate UNICEF programme staff and the Technical Committee are involved in reviewing the customization of relevant sections of the MICS questionnaire;
- Questionnaires undergo translation and back translation process;
- Questionnaires are pre-tested and a pre-test report is produced;
- Questionnaires are reviewed by the UNICEF RO and HQ before finalization.

#### Manuals:

- MICS Supervisor, Measurer, and Interviewer Manuals are customized for the country specific context and translated.

#### Data collection CAPI application:

- Data collection CAPI application is customized by the data processing expert of CSO with the guidance of UNICEF Regional Data Processing Consultant;
- The application is reviewed by the UNICEF RO and/or HQ before finalization.

#### Household Listing and Mapping, Training, Fieldwork, and Data Entry:

- Household listing and mapping is planned and performed according to MICS guidelines;
- Training schedules are adequately adapted to the county context while following MICS guidelines;
- appropriate resource persons are identified to facilitate training (i.e. nutritionists for anthropometry training, survey expert for methodology, etc.);

#### Contribution to the fieldwork training:

- Fieldwork and fieldwork monitoring visits are planned and performed according to MICS guidelines;
- Field Check Tables are produced on a daily basis, immediately analyzed by survey managers, and main findings reported to field supervisors for action. Field check tables are immediately shared with UNICEF RO;
- Participation of UNICEF CO staff is organized to assist in monitoring data collection;
- UNICEF Regional Data Processing Consultant is timely provided with necessary information and country visits are well managed and coordinated;
- CAPI Data collection application, hardware, and software are properly arranged and a working data transfer and backup system is established; Monitor secondary data editing.

#### Data Analysis and Report Writing:

- Sampling Weights are included in the datasets and reviewed by sampling expert of CSO with the guidance and review of the UNICEF Regional Sampling Consultant;
- MICS tabulation plan and standard syntax are used in generating SPSS dataset and tables.
- Dataset/Tables including the wealth index are substantively reviewed by technical (e.g. sampling expert) and subject matter experts at CSO, as well as by UNICEF RO and HQ MICS Team before the report writing commences;

- Coordination and contribution substantively to the writing of the Survey Findings Report and Final Report, using MICS templates and according MICS standards to ensure a timely release;
- Reports (Survey Findings and Final Report) undergo the technical review process by RO and HQ;
- Coordination of the printing and distribution of the Survey Findings Report;
- Organization and facilitation to the presentation of the Survey Findings Report through a national seminar;
- Organization wide dissemination of the Survey Findings Report and main results;
- MICS survey archive (questionnaires, manuals, sampling frame, field reports, database, tables, final reports, dissemination materials, etc.) is being produced by CSO.

#### Deliverables

| S. No | Deliverables                                                                                                                                                                                             |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Updated Survey Design plan including Sample Design, Questionnaires and indicators and other key elements of the MICS survey;                                                                             |
| 2     | Listing and Mapping of Sample Frame; Report on sampling methodology submitted to CO and RO                                                                                                               |
| 3     | Pre-test of Questionnaires, Review and Improvisation of Questionnaires after field test and submission of the field test report                                                                          |
| 4     | Field- Work Training, Development of training modules, Review and oversight of training and submission of the training report;                                                                           |
| 5     | Report on Field data collection, supervision and monitoring during survey implementation                                                                                                                 |
| 6     | Oversight of Data collection, Editing, Data Processing and Tabulation process in consultation with RO/HQ                                                                                                 |
| 7     | Dissemination of MICS survey findings / Workshops                                                                                                                                                        |
| 8     | Survey finding report finalized through report writing consultant                                                                                                                                        |
| 9     | SPSS data/ survey documents are archived in line with MICS requirements; Key documents, Reports, minutes, NFRs and emails related to the MICS process maintained and handed over to the PME Survey team. |
| 10    | Printing and Distribution of survey finding report; Project Completion Report submitted to PME                                                                                                           |

#### Reporting requirements

- Monthly Progress Report shall be submitted each month
- Minutes of meetings with CSO/ KRSO and internal UNICEF meetings
- Sampling Report
- Questionnaires Pre-test Report
- CAPI Pre-test Report
- Field work completion Report
- Monitoring Reports
- Presentation material
- Workshop/training Evaluation report
- Project Completion Report in line with the Deliverables

Location and Duration The duration of the Contract shall be one year.

Location: Erbil Office with frequent travel to Baghdad Country office

Qualification requirements as delineated in the Evaluation process Below.

Evaluation process and methods interested parties should submit technical and financial proposal separately.

#### 1. Technical Evaluation Criteria:

A brief proposal (5-10 pages) for how they would ensure effective MICS coordination in line the deliverables and MICS guidelines. Following elements of the proposal will be assessed:

- Element Weight

- Technical approach:
- Understanding of the Context of Iraq
- Understanding the objectives and scope of work
- Technical strategy: Understanding of UNICEF requirements for coordination of MICS detailing methodology/approach to project demonstrating how you meet or exceed UNICEF requirements for this assignment
- Coordination with CSO, KRSO and other partners# government line departments - 21

#### Proposed Team and its Professional Orientation:

Organization background, profile detailing the expertise of the organization, the structure, experience of the organization and the profile of the key personnel. For this assignment, it is anticipated that 1-2 experts will be required to carry out the task. The UNICEF evaluation committee will assess the suitability of the expert or pool of experts in line with the requirements of the ToRs. The firm should provide structure of proposed Team and provide detailed resume of the expert/s for the assignment giving information about the following:

- Title/Designation of each team member on the project
- Educational qualifications and professional experiences including information on their professional affiliations and certifications.
- Experience in working on similar project and assignment and their roles on those projects - 21

#### - Organizational capability

##### Expertise in

- Overall Coordination and management Experience
- Previous work with UN and Government
- Experience in DHS, MICS and HH surveys (Evidence could be in form of job completion certificate, contracts and or references. The submission should also include list of 3 similar assignment in terms of requirements and scope implemented in the past 3 years. 14

#### Management plan

- Project implementation and work plan and resource management plan showing the detailed sequence and timeline for each activity
- Quality assurance mechanism, dependencies and risk mitigation measures put in place
- Performance Monitoring Plan
- Approach to work with UNICEF Iraq Country Office staff, RO and HQ 14

TOTAL TECHNICAL SCORES 70

## 2. Financial Proposal

All proposals must be United States Dollar (US\$). Financial proposal should provide detailed breakdown of the cost of each activity you have proposed for the implementation of your technical proposal.

The contract will be a fixed lump sum contract therefore professional fees and all out of pocket expenses will be part of total price proposal

#### Financial Proposal Evaluation:

The total amount of points allocated for the price component is [30]. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Max. score for price proposal \* Price of lowest priced proposal

Score for price proposal X = -----  
Price of proposal X

Total Technical and Price = 70 Pts

Technical and cost proposals will be evaluated separately by a UNICEF Evaluation committee. Each proposal will be assessed first on its technical merits (including by reference to legal requirements) and subsequently on its price. The proposal obtaining the overall highest score after adding the scores for the technical and price proposals is the proposal that offers best value for money and will be recommended for award of the contract.

Technical proposal accounts for 70/100 whereas cost proposal accounts for 30/100 of the marks. Bidders must score at least 45 on the technical proposal to be considered further with the cost proposal.

Note: Minimum qualifying marks are 45. In normal circumstances, only those offer 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 and/or shortlist selected suppliers from among those who score minimum and above technical scores

All proposals must be United States Dollar (US\$). The contract will be a fixed lump sum contract therefore professional fees and all out of pocket expenses will be part of total price proposal

Key skills required of the expert should include:

- Advance degree in Econometrics, Statistics, or Demography;
- At least 10 years of progressively responsible professional work experience at international, national levels in conceptualizing, designing and implementing HH surveys such as MICS/ DHS.
- A good understanding of the UNICEF program areas in H &N, Child Protection, Wash, Education, and Social Policy.
- Specialised knowledge of MICS in line with the MICS protocols will be an asset.
- Knowledge of the Iraqi context.
- Proficiency in Arabic and English (mandatory).
- A gender balance and experience of the suggested team members will be an asset.

Administrative issues -

The financial proposal should be provided on all-inclusive basis.

Expected travel for the consulting firm staff are as below:

| Destination                              | Dates / No. of Days |
|------------------------------------------|---------------------|
| Baghdad                                  | 40                  |
| Dohuk                                    | 5                   |
| Basrah                                   | 5                   |
| Field supervision visits throughout Iraq | 30                  |
| Total Travel days within Iraq            | 80                  |

Logistics / travel to be provided by UNICEF within Iraq

Laptop, mobile, and working station to be provided by the consulting firm except in cases where specialized softwares such as SPSS may be required to carry out the tasks and UNICEF will provide its own hardware and software.

**Project management** The firm shall coordinate with Chief PME Survey team for all the tasks delineated in the ToRs. The focal point of the firm shall ensure that documents related to the progress of MICS are intact and submitted to the PME from time to time. Additionally, the consultant will ensure effective coordination with the UNICEF survey team responsible for the MICS.

**Payment Schedule** - Payments would be reimbursed on submission of the invoice on monthly basis providing details on the input days and deliverables as delineated in this ToR. The invoice

should be accompanied by monthly progress report.

## **D. GENERAL PROVISIONS**

### **1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY**

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

### **2.0 CONTRACTUAL ARRANGEMENTS WITH UNITED NATIONS AND/OR AGENCIES**

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

### **3.0 MOST FAVOURED CUSTOMER PRICE/RATE CERTIFICATION**

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

### **4.0 LIQUIDATED DAMAGES**

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

### **5.0 ORDER OF PRECEDENCE**

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

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

### **6.0 UNETHICAL BEHAVIOUR**

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

### **7.0 CORRUPT AND FRAUDULENT PRACTICES**

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

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

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

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

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

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

## **8.0 GUIDELINES ON GIFTS AND HOSPITALITY**

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

## **9.0 POST-EMPLOYMENT RESTRICTIONS**

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

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

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

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

## **10.0 DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION**

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

UNICEF GENERAL TERMS AND CONDITIONS  
FOR INSTITUTIONAL/CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

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

2. DELIVERY DATE

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

3. PAYMENT TERMS

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

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

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

4. LIMITATION OF EXPENDITURE

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

5. TAX EXEMPTION

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

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

6. LEGAL STATUS.

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

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

performing work or services in connection with this Contract.

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

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

### 10. SOURCE OF INSTRUCTIONS

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

### 11. ENCUMBRANCES/LIENS

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

### 12. TITLE TO EQUIPMENT

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

### 13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

### 14. CONFIDENTIAL NATURE OF DOCUMENTS

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

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

### 15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

### 16. TERMINATION

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

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

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

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

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

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

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

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

### 17. SUB-CONTRACTING

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

### 18. ASSIGNMENT AND INSOLVENCY

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

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

### 19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

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

### 20. OFFICIALS NOT TO BENEFIT

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

### 21. PROHIBITION ON ADVERTISING

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

### 22. SETTLEMENT OF DISPUTES

#### Amicable Settlement

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

#### Arbitration

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

### 23. PRIVILEGES AND IMMUNITIES

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

UNICEF GENERAL TERMS AND CONDITIONS  
FOR INSTITUTIONAL/CORPORATE CONTRACTS

24. CHILD LABOUR

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

25. ANTI-PERSONNEL MINES

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

26. AUTHORITY TO MODIFY

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

27. REPLACEMENT OF PERSONNEL

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

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

- (a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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