

REQUEST FOR PROPOSAL (RFP)

RFP-ARM-2015-11/01

02 Nov 2015

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for an

Institutional Consultancy on Child Rights Monitoring (CRM) Strategy and Action Plan Development

SEALED Proposals should be sent to:

**UNICEF Office for Armenia
Attention: Lusine Yeremyan
14 Petros Adamyan
Yerevan 0010, Armenia**

IMPORTANT – ESSENTIAL INFORMATION

The reference RFP-ARM-2015-11/01 must be shown on the envelope containing the Technical Proposal and on the envelope containing the Financial Proposal, as well as on the outer packaging containing both envelopes.

The proposal form must be used when replying to this request for proposal.

The Proposals MUST be delivered to UNICEF Armenia by latest 18:00 on 16 November 2015. For detailed response format and delivery options, see point A.4 - RFP Response Format.

Due to the nature of this RFP, there will be no public opening of proposals.

Proposals delivered after the stipulated date and time will be invalidated.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

REQUEST FOR PROPOSAL FORM

We are hereby submitting our Proposal in response to RFP-ARM-2015-11/01, which includes:

- Technical Proposal and
- Financial Proposal

sent under a separate file.

We, the undersigned, confirm that we have read, understood and hereby accept the General Terms and Conditions and Contractual Provisions of UNICEF'S Institutional and Corporate Contracts.

We fully understand and recognize that UNICEF is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNICEF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

Validity of Offer¹: _____

Currency of proposal: **Armenian Dram, AMD**

No Financial Proposal value details are to be included within this form

¹ 12 months from the date of the deadline for proposal presentation.

To be contacted for additional information by e-mail. **NOT FOR SENDING OFFERS:**

UNICEF - Office for Armenia
Lusine Yeremyan
M&E, Child Rights Systems Monitoring Specialist
E-mail: lyeremyan@unicef.org

Or

UNICEF - Office for Armenia
Tigran Nikoghosyan
ICT Assistant
E-mail: tnikoghosyan@unicef.org

A. INTRODUCTION

UNICEF is committed to changing the world for children. It strives to protect their rights, improve their health, and nurture their development through sound planning and monitoring of policy results. UNICEF plays a central role in monitoring the situation of children and women – by assisting countries in collecting and analysing data, helping to develop methodologies and indicators, maintaining global databases, disseminating and publishing data. UNICEF is also the lead agency responsible for the global monitoring of the child-related Millennium Development Goals (MDGs).

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.

A.1 BACKGROUND

Six of the eight Millennium Development Goals (MDGs) relate to children and cover child rights. In particular, public spending on a child's health, nutrition, education, and social, cognitive development, and on achieving gender equality is not only an investment in a more democratic and equitable society, but also in a healthier, more literate and a happier society. Furthermore, ensuring children's rights to survival, growth and development very much depends on protecting them from the multiplicity of risks related to physical and mental violence, abuse, neglect and exploitation.

As the era of the Millennium Development Goals (MDGs) comes to an end in 2015, a new framework for global development – the Sustainable Development Goals (SDGs) – will be put in place that will build on the progress of the MDGs and also address what has been missed, particularly such key issues as reducing inequality for children, ending violence against children and combating child poverty. Crucial issues for children that have been captured across the SDG are children, youth and future generations referenced as central to sustainable development right from the introductory text thus putting today's and tomorrow's children at the heart of these goals. Also, an attempt was made to strengthen the links between the SDGs and children's rights, as the fundamental building block for achieving the world's shared vision of the future is an investment in the rights of all children, in every place in the world – regardless of the child's gender, ethnicity, race, economic, disability or other status.

A distinct feature of child protection in any country is that it involves multiple risks which are interrelated in complex ways, and one major risk whose impact is not straightforward is material deprivation and poverty - a factor determining the vulnerability of children in Armenia and their need for protection. Albeit child poverty reduction becomes one of the key priorities for the Government of Armenia given the increase of child poverty rate by 1.1 percentage points in 2013 as compared to 2012 (37.3% and 36.2%, respectively, extreme child poverty rate remained the same-3.3%) - while the overall poverty rate in the country decreased by 0.4 percentage points (32.4% in 2012 vs. 32.0% in 2013 and extreme poverty by 0.1 percentage points (2.8% in 2012 vs. 2.7% in 2013) - the Armenian government's commitment to protecting children from poverty would become a routine inclusion in a political manifesto unless there is a comprehensive system of child rights monitoring with appropriate data collection, analysis and reporting practices.

Armenia maintains a strong tradition of data collection, collation and dissemination through number of publications developed by the National Statistical Service of Armenia (NSS). Since 2010 the Child Poverty chapter of the Social Snapshot and Poverty in Armenia report developed with UNICEF technical support (Integrated Living Conditions Survey (ILCS) forms the basis for the empirical analysis in the report), is released annually by NSS thus providing data on child poverty trends and child needs. Prior to UNICEF Armenia's contribution, the given report which is the key source to inform the policy makers about the living conditions and social economic developments in the country, and describes child poverty rate nationally and by different socioeconomic, demographic and geographical classifications, was lacking child-focused statistics.

However, child rights related data is not compiled or accessible in a comprehensible and integrated data system. It lacks compatibility and equity focus, as well as there is no entity/designated institution – child rights monitoring body - entitled specifically for child related data processing, analysis and reporting, including monitoring the implementation of CRC observations. The review of national statistical information and administrative data shows that at present in Armenia every ministry which deals with child rights has its own comprehensive reporting and/or monitoring system with a wide range of statistical data and indicators with respective methodologies, including those measuring the implementation of the rights of the child within the scope of their authority. Despite the availability of a set of significant statistical database covering many aspects of child rights there is a concern that the overall level of fulfilment of children rights cannot be properly assessed/monitored by using these data, plus, the quality of administrative data and equity focus is questionable.

In addition, there is a lack of compatibility of data across different government agencies, very often social statistical data is not harmonized due to different methodologies applied in defining indicators or conditioned by capacity gaps, and there is a need for coordination among responsible statistical departments under line ministries.

Furthermore, it is becoming increasingly evident for the government authorities that existing statistical data does not allow assessment of the performance of local authorities/municipalities and communities, as duty-bearers, in addressing children's rights across the country. The mechanisms for the Human Rights Defender Office (HRDO) and civil society to monitor and improve the situation of children on this level is particularly weak.

Thus, to increase policy coordination among government agencies with the goal to ensure implementation of child-focused policies at national level by legislating, planning and budgeting for children and to reduce child poverty by eliminating social inclusion deficit and providing access to services including for the most vulnerable, disadvantaged and excluded children the development of child rights monitoring system gains a momentum.

For detailed information on programs and activities of UNICEF Armenia please visit www.unicef.am.

A.2 PURPOSE OF THE RFP

The purpose of the assignment is to develop UNICEF Armenia Child Rights (including systems) Monitoring (CRM) Strategy and Action Plan via broad consultative process with UNICEF Armenia and key stakeholders, including the Government, Parliament, rights based organizations (RBO)/Human Rights Defender Office (HRDO), donor community and civil society, as well as through a review of existing documents and child related systems run by line ministries.

The development of the Strategy needs to be guided by the UN Convention on the Rights of the Child and recommendations of the UN CRC Concluding Observations 2013. In the course of the Strategy development, a consensus-building process with all key stakeholders from Government and civil society needs to be ensured. The Strategy should correspond to the priorities identified in UNICEF Armenia new country program of 2016-2020.

The specific objectives of the assignment are:

- Analysis of the country context in terms of CRM and respective systems
- Recommending a mechanism to establish the designated institution, Child Rights Monitoring Body;
- Recommending an approach to develop equity-focused and gender-sensitive CRM system;
- Proposing an approach of capacitating government and non-governmental actors on CRM, including Human Rights Defender Office;
- Reviewing the country implementation in terms of CRC Concluding Observations;
- Recommending on CRM awareness raising and other relevant topics/concepts to be embedded in the strategy and action plan.

A.3 FORECAST SCHEDULE

The schedule of the RFP and contractual process is as follows:

- a) Closing date/deadline for submission of full and final proposals: **16th November 2015**
- b) Evaluation Period/Review of Proposals: **17-21st November 2015**
- c) Award Notice: **Within one-two weeks after the closing date**
- d) Signature of Contract: **Within two weeks after the closing date**

A.4 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later **18:00 on 16th November 2015** in three **(03)** original copies, duly signed and dated. Bidders must submit a sealed proposal including **Request for Proposal Form**, with two **separate sealed envelopes inside for:**

- a) the **Technical Proposal** and
- b) the **Financial Proposal**.

Sealed proposals must be securely closed in suitable envelopes and dispatched to UNICEF bid box placed at the external UN security/guard booth no later than the closing time and date. They must be clearly marked as follows:

- Outer envelope: Name of company
RFP number: RFP-ARM-2015-11/01
Recipient: UNICEF Office for Armenia
Address: 14 Petros Adamyan, 0010 Yerevan
- Inner envelope – technical proposal: Name of company, RFP number - technical proposal
- Inner envelope - financial proposal: Name of company, RFP number - financial proposal

Proposals sent via postal/courier services should be delivered to Mr. Tigran Nikoghosyan, UNICEF ICT Assistant at the above mentioned address within set deadline.

Proposals received in any other manner and after the deadline will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

Offers delivered at a different address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, **will be rejected**.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in C.2 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

B. STATEMENT OF WORK AND TERMS OF REFERENCE

B.1. MAJOR TASKS TO BE ACCOMPLISHED

- Analysis of the country context in terms of CRM, including normative acts and respective documents as well as child rights related administrative data/statistics and systems managed by statistics departments/information and analytical centers of line ministries to identify where Armenia stands with regard to CRM and pinpoint the compatibility of child focused data across different government agencies by addressing data gaps, discrepancies and missing data (to illustrate, lack of equity focus and higher level of disaggregation, gender sensitivity, and need to be in line with internationally standards, other).
- Recommending on the development of a mechanism to establish the designated institution, Child Rights Monitoring Body, to engage line ministries (including National Statistical Service) and RBOs (as well as HRDO) in implementing child rights policies based on the Concluding Observations of the Committee on the rights of the Child as well as periodically develop and publish a report on the State of the Children in Armenia.
- Recommending an approach to develop equity-focused and gender-sensitive CRM system – common indicator system/real time monitoring platform, if relevant/ - to regularly inform child focused policy and decision-making, with respective indicators agreed with partners and showing high disaggregation, based on internationally recognized standards (best practices). This should encompass the horizontal coordination and data management among responsible statistics departments under the ministries, the NSS and CRM Body.
- Proposing an approach of capacitating government (including municipalities) and non-governmental actors as well as HRDO and RBOs on CRM implementation, including data collection, management/coordination, utilization and reporting.
- Recommending on CRM awareness raising to be embedded in the strategy and action plan.

B.2. EXPECTED DELIVERABLES

- Analysis of the country context on CRM and related systems, as well as the UNICEF Armenia CRM ToC based on the desk review, stakeholder mapping/interviews with key stakeholders and review of admin data and existing systems under line-ministries that cover CRM.
The recommendations should cover:
 - (a) the development of the equity based CRM system – common indicator system/real time monitoring platform - with respective indicators agreed with partners and showing high disaggregation, based on internationally recognized standards (best practices);
 - (b) the mechanism to establish the designated institution, Child Rights Monitoring Body;
 - (c) the approach to capacitating government and non-government actors; and
 - (d) CRM awareness raising and other concepts, if relevant.
- First draft of the CRM Strategy Paper and Action Plan based on the analysis of the country context on CRM.
- CRM Strategy Paper and Action plan developed and presented to the UNICEF Armenia.

B.3. QUALIFICATIONS AND SPECIAL KNOWLEDGE/EXPERIENCE REQUIRED

National company with broad expertise in developing strategies and systems through effective participation of government and civil society institutions and introduction of policy analysis and advocacy tools will be considered under this assignment. The selected company should include two CRM experts for this task in addition to other experts/specialists the company deems it necessary to involve – one international and one national consultants with following qualifications.

International Consultant

Required qualifications:

- Advanced university degree and/or academic background in Human/Child Rights, Sociology, Economics, Public Policy or a related field;
- At least 10 years of proven record in designing, implementing and/or leading projects/programs, M&E activities that cover human/child rights (systems) monitoring;
- Past experience in working with UNICEF or other UN agencies, particularly on child rights and/or social protection programs;
- Extensive experience in child rights strategy development and qualitative analysis;
- Proven very good knowledge of child protection and integrated social services reform processes in Armenia;
- Very good communication and presentation skills with government representatives, community members and RBOs/Civil Society;
- Ability to work within the international and multicultural environment;
- High analytical and conceptual skills and ability to design data systems;
- Fluency in written and spoken English.

National Expert

Required qualifications:

- Advanced university degree and/or academic background in Human/Child Rights, Sociology, Economics, Public Policy or a related field;
- At least 5 years of proven record in designing, implementing and/or leading projects/programs, in the field of child/human rights (systems) monitoring and/or child/social protection;
- Very good knowledge of child protection and integrated social services reforms processes in Armenia;
- Past experience on working with the government on child-focused policies;
- Knowledge of child related monitoring systems established under line-ministries;
- Demonstrated experience in M&E and report writing;
- Demonstrated ability to work in multicultural teams;
- Demonstrated gender competency;
- Excellent communication skills;
- Fluency in written and spoken Armenian and English.

B.4. DURATION

The selected company which should ensure engaging one international and one national consultants under this assignment will work for the period of 60 work days within 4-5 months (November/December 2015 – March 2016) in the country (in case of the international consultant minimum of 3 days are required to spend in Armenia under this assignment). The exact schedule of the activities will be agreed with the consultant based on the consultancy implementation progress. The deadline for submission of the final deliverable to UNICEF Armenia is March 31, 2016.

B.5. EVALUATION OF PROPOSAL

In making the final decision, UNICEF will consider both technical and financial aspects. The Evaluation Team will first review the technical aspect of the offer followed by the review of the financial offer of the technically compliant vendors.

C. BIDDER RESPONSE & INSTRUCTIONS TO BIDDERS

The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

Proposal must be submitted in English. The bidder must provide sufficient information in the proposal to address each area of Statement of Work and Terms of Reference to ensure evaluation team can make fair assessment of the bidder based on his/her proposal.

All mandatory (i.e. must/have to/shall/should/will) criteria mentioned throughout this Request for Proposal (RFP) have to be addressed and met in your proposal.

The proposal will be valid for 12 months, commencing on the date of the deadline for proposal presentation.

The proposal shall include, as a minimum:

C.1. REQUEST FOR PROPOSAL FORM (RFP)

1.1. The completed and signed request for proposal form must be submitted together with proposal and placed in the outer envelope.

C.2. TECHNICAL PROPOSAL (Envelope "1") containing:

The technical proposal shall not contain any price information.

- The technical proposal should very clearly articulate how the institution proposes to address information in the Purpose and Scope of Work sections described above for desired service sub-categories.
- No price information should be contained in the technical proposal.

The technical proposal should be **NO MORE THAN 2500 WORDS (5 TO 6 PAGES)** excluding annexes and should be organized according to the following contents:

- a. **TITLE PAGE** clearly indicating name of the bidding entity and contact person for the proposal including identification of service categories for which proposal is being submitted.
- b. **INSTITUTIONAL PROFILE** and geographical coverage, description of proposer's relevant experience in the line of work, including similar or relevant projects undertaken in the past, for the categories bidding for, and list of previous UN contracts carried out in related fields of work. Include samples and references of work and outcomes including any data related to cost effectiveness and efficiency and quality assurance mechanisms. Please provide contact details of key references.
- c. **TECHNICAL APPROACHES AND METHODOLOGY** for conducting the assessment in accordance with the Major Tasks and Deliverables presented in points B.1 and B.2, respectively.
- d. Include any **other clarifications** the proposer would like to make that are not expressed elsewhere, in support of their proposal.
- e. **CVS/RESUMES** summary of lead resource persons and institutional organogram. The profile should also include description of established partnerships, if any, that are being proposed for potential implementation of contracted services, as well as CVs/resumes of lead resource persons in those partner institutions. This text should provide enough information for UNICEF to judge whether the proposer has the skills and personnel profiles required to carry out the category of work and should include statement of capabilities and capacity. In case of proposals submitted as partnerships or sub-contracts, proposals should clearly indicate the lead institution that will serve as the contracted entity. CVs required for all key team members and should be in line with the profiles mentioned in the financial proposal.

f. **FINANCIAL STATEMENTS** as of 31 December 2014 or the most recent year available.

CVs/resumes, institutional organogram and financial statement can be included in an **ANNEX** and excluded from the 2500 word limit. This should be pointed out clearly in the main proposal, for easy reference to the annex.

Links to open websites can be included in the proposal, but not links to any information stored in sites such as dropbox or wetransfer that request us to download parts of proposal(s).

Technical proposals received will be evaluated against the evaluation criteria as below and as applied across all service categories (total 70 points)

Table 1: Technical Proposal Evaluation Criteria

Criteria	Points
1) OVERALL RESPONSE <ul style="list-style-type: none"> • <i>Understanding of scope, objectives and completeness of response</i> 	10
2) METHODOLOGY <ul style="list-style-type: none"> • <i>Capacity of sound data collection, quality control, reporting standards and competence in developing actions plans and strategies</i> 	30
3) PROPOSED TEAM AND ORGANIZATIONAL CAPACITY <ul style="list-style-type: none"> • <i>Professional expertise, knowledge and experience with similar projects and consulting assignments</i> 	30
Total Score	70
Only proposals which receive a minimum of 49 points will be considered further	

C.3. FINANCIAL PROPOSAL (to be submitted in separate envelope, Envelope “2”):

The maximum number of points (30) will be allotted to the lowest financial proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component (49 points). All other financial proposals will receive points in inverse proportion to the lowest price; i.e.:

$$\text{Score for financial proposal X} = \frac{\text{Max. Score for financial proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

Financial proposals should include but not limited to the following:

REF	ITEM
1	<ul style="list-style-type: none"> - Activities mentioned in the technical proposal are strongly linked with proposed budget lines - Detailed breakdown of costs for each activity is presented - Travel and operational costs are included - All prices/rates quoted without VAT in AMD

C.4. CALCULATION OF OVERALL SCORE

Finally, the overall score for each of the proposals is calculated based on a **ratio of 70% - 30% between the technical and financial proposals.**

Maximum Points	
Technical Proposal Score	70 points
Financial Proposal Score	30 points
Overall Proposal Score	100 points

C.5. CHECKLIST FOR SUBMISSION OF PROPOSALS

- **Request for Proposal form filled in and signed**
- **Envelope for technical proposal (3 original copies)**
 - Technical proposal
 - Technical proposal does not contain prices
 - Envelope is sealed
 - Envelope is marked as follows:
Name of company, RFP number - technical proposal
- **Envelope for financial proposal (3 original copies)**
 - Financial proposal
 - Envelope is sealed
 - Envelope is marked as follows:
Name of company, RFP number - financial proposal

- **1 outer envelop**

- Containing: 1) request for proposal form, 2) envelope for technical proposal, and 3) envelope for financial proposal
- Envelope is sealed
- Envelope is marked as follows
 - Name of company
 - RFP number: RFP-ARM-2015-11/01
 - UNICEF Armenia
 - 14 Petros Adamyan, 0010 Yerevan

C.6. CONFIDENTIAL INFORMATION

Information, which the bidder considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

C.7. RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data (from the bidder(s));
- arrange interviews with the bidder(s);
- reject any or all proposals submitted;
- negotiate with the provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s).

C.8. PROPOSAL OPENING

Due to the nature of this RFP, there will be no public opening of proposals.

C.9. PROPERTY OF UNICEF

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

C.10. VALIDITY

The proposal will be valid for 12 months, commencing on the date of the deadline for submission of this RFP.

C.11. CONTRACTUAL TERMS AND CONDITIONS

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

C.12. FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

C.13. PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The general terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing.

D. UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/ CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

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

2. DELIVERY DATE

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

3. PAYMENT TERMS

- (a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
- (c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

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

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure. Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

6. LEGAL STATUS.

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

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) name UNICEF as additional insured;
 - (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
 - (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall 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 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

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

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

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

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

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

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

17. SUB-CONTRACTING

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

18. ASSIGNMENT AND INSOLVENCY

1. 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.
2. 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.

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.