REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9148998

16 May 2019

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a proposal for

To establish Long Term Arrangement (LTA) with an IT Company for Point-To-Point (P2P) data connectivity services between UNICEF BCO and Eight UNICEF Field Offices for 24+12 months.

1. Request for Proposal for Long Term Arrangement
United Nations Children's Fund (UNICEF) in Dhaka, Bangladesh wishes to enter into a non-exclusive Long Term Arrangement (LTA) for a period of 24 + 12 months, for the above mentioned services through a competitive bidding process. In this respect, UNICEF would like to invite your organization to submit technical and financial proposals as outlined in this request and the terms and conditions contained herein.

2. Pre-bid meeting / Conference
A pre-bid meeting will be held in UNICEF Office at BSL Office Complex, 1 Minto Road, Dhaka 1000, Bangladesh as per date and time mentioned below. Bidders are encouraged to seek clarifications during the pre-bid meeting and all queries will be addressed at this meeting.
Date: Wednesday, 22 May 2019; Time: 11:00 Hrs

3.0 Request for Information
For any queries please contact the Contracts Officer, Supply & Procurement Section by email to: nhaque@unicef.org; and sunroy@unicef.org; All queries will be entertained during the pre-bid meeting session.

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

4. Submission Deadline and Proposal opening
The deadline for submission of proposals is as follows: 30th May 2019, Thursday 1:00 Hrs.
Bidders are advised to visit the site themselves before the submission of the bid.

PLEASE REFER TO DETAILED INFORMATION IN SPECIAL NOTES # PART II, 1.1. FOR MODE OF SUBMISSION.

Due to the nature of this RFPS, there will be no public opening of proposals. Any proposals received by UNICEF after the submission deadline will be rejected.

PLEASE NOTE: UNDER INSTRUCTION TO BIDDERS - Clause 1.6 - 1.6.2 (Faxed Bids) will not be applicable.
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

 signatures 
Nasreen Haque
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : nhaque@unicef.org

Approved By:

 signatures 
Nuhoddin Maarij

Date: 16/5/2019
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-2019-9148998 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_____
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>LTA for P2P Data Connectivity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LTA for P2P Data Connectivity</td>
<td>1</td>
<td>PU</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SPECIAL NOTES

PART I # PURPOSE OF THIS REQUEST FOR PROPOSAL

1.1 Background and purpose:

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

The purpose of this Request for Proposals for Services (#RFPS#) is to invite proposals for establishing LTA with an IT Company for Point-To-Point (P2P) data connectivity services between UNICEF BCO and Eight UNICEF Field Offices for 24+12 months [as fully detailed in the Terms of Reference/Statement of Work attached at Annex F]

1.2 UNGM

UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers are requested to become a UNICEF vendor by creating a vendor profile and submitting their national incorporation license/certificate at the Level-1 stage of vendor registration process. For registration and instructions on how to, kindly refer to the attachment or the UNGM site: www.ungm.org/RegistrationProcess

1.2.2 Please note that UNGM registration, including provision of national incorporation license/certificate, should be submitted along with the bid and is a mandatory requirement for any eventual award.

1.2.3 We draw your attention to the link below to the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children (the Policy) especially Sections 4.1 and 6.1 that state:

#4.1: UNICEF civil society partners, suppliers or vendors (including corporate consultants and contractors, and academic or research institutions), UNICEF corporate partners, and UNICEF National Committees are expected to ensure that their personnel report all reasonable suspicions that UNICEF staff member or non-staff personnel, or a UNICEF individual consultant or contractor, has engaged in conduct that is prohibited under this Policy.

6.1: UNICEF will promote the adoption by UNICEF’s commercial vendors and suppliers of robust policies for the protection and safeguarding of children. UNICEF will regard the adoption of such policies as a positive factor when selecting vendors and suppliers. (link attached below)

2. SOLICITATION: LONG TERM ARRANGEMENT

2.1 Long Term Arrangement(s) for Services (LTA-S) for the procurement of the services detailed in the RFPS will be required from time to time during the term of the LTA-S. It will be a provision of such LTA-S(s), that UNICEF will not be committed to purchase any minimum quantity of these services. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA-S.

2.2 Purchases will be made against contracts to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA-S(s). Actual quantities to be purchased will vary from contract to contract.

2.3 Other United Nations Agencies, Funds and Programmes shall be entitled to place contracts under the prices and terms of the LTA-S. Contracts placed by other United Nations entities constitute a contractual agreement between the supplier and the ordering United Nations entity. UNICEF will not be a contractual party to these contracts and has therefore no obligations or liabilities for contracts not issued by UNICEF.]
2.4 This RFPS document is comprised of the following:

This document
a) Annex-A: The UNICEF General Terms and Conditions of Contract (Services) which are attached to this document
b) Annex-B: Technical Proposal # Content & Format
c) Annex-C: Contractor#s experience # format
d) Annex-D: Financial proposal
e) Annex-E: Evaluation criteria
f) Annex-F: Terms of Reference

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

3. TERM

3.1 The proposed LTA-S shall be valid for an initial period of 24 months, with a possible renewal for an additional period of 12 months.

3.2 Prices offered by bidders shall constitute maximum ceiling prices and shall remain fixed for 24 months period from the commencement of the LTA.

PART II # PROPOSAL SUBMISSION PROCESS

1. PROPOSAL SUBMISSION SCHEDULE

1.1 Mode of Submission: Bidders can choose any one of the suitable mode for submission of proposals a) Electronic submission b) By Post/Courier c) physical submission at UNICEF office.

a) Electronic submission

All e-mailed Proposals must be submitted to ebidsbangladesh@unicef.org, the ONLY ACCEPTABLE E-MAIL ADDRESS for receipt of Proposals. No other recipient should be "Cc" or "Bcc" in the e-mail submission.

Proposals can be sent in batches not to exceed UNICEF’s e-mail size quota of ten (10) megabytes per e-mail.

All e-mail communication in relation to the Proposal must clearly indicate the reference RFPS number followed by the company name (e.g. RFPS-BAN-501234, ABCD Company Ltd) in the "Subject" line of the e-mail.

All Proposals submitted by e-mail must be submitted as PDF (Portable Document Format) files. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

Technical Proposal and Price Proposal must be sent as separate files and clearly indicated in the file name; e.g. 501234 Technical Proposal.pdf; 501234 Price Proposal.pdf. No price information should be provided in the Technical Proposal. Price proposals should be password protected.
Upon receipt of the Proposal submission, an “acknowledge receipt” will be generated automatically and sent to the sender’s e-mail address. The notification serves as the only proof of receipt from UNICEF.

b & c) Sealed Proposals (Submission by letter through Post/Courier OR Physical Submission)

The Proposal must be sent or physically submitted to the attention of the Bid Unit of UNICEF Bangladesh, BSL Office Complex, 1 Minto Road, Dhaka -1000, Bangladesh (Tel: ++880 960 410 7000). Proposals not sent in this manner will be disqualified.

They must be clearly marked as follows:

Attention: BID UNIT
UNICEF Bangladesh Country Office
BSL Office Complex, 1 Minto Road, Dhaka-1000, Bangladesh
RFPS-BAN-####.
Due date: ##., time ###.

(Bidders to fill the dotted lines above with the reference number of the RFP, due date & time as specified in the first page of this RFP.)

Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFPS number - technical proposal.
Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFPS number - price proposal.
In case of any discrepancy between an original and a copy, the original will prevail.

No price information should be provided in the Technical Proposal. Proposals received in any other manner will be invalidated.

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

1.2 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by email/letter to THE DESIGNATED PROCUREMENT ASSOCIATE FOR THIS RFP AS MENTIONED IN THE COVER PAGE that they have received this RFPS.

1.3 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by [EMAIL/LETTER] to THE DESIGNATED PROCUREMENT ASSOCIATE FOR THIS RFP AS MENTIONED IN THE COVER PAGE.

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

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

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

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and shared with the bidders.
1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

2. LANGUAGE

2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in ENGLISH LANGUAGE.

3. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

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

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

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

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

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

4. ELIGIBILITY; PROPOSER INFORMATION

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

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

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

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

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

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

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

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

5. PREPARATION OF OFFER

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

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instructions to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index.procurement_policies.html;
- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index.procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combating Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this RFPS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this RFPS or any other information provided to the Proposers.
5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.

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

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

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

5.6 Proposals must be clearly marked with the RFPS number.

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

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

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

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

6. PROPOSAL DOCUMENTS; CONFIDENTIALITY

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

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

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

7. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS

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

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

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

(a) they have at least one controlling partner, director or shareholder in common; or

(b) any one of them receives or have received any direct or indirect subsidy from the other(s); or

(c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or

(d) they are subcontractors to each other’s Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or

(e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III - AWARD/ADJUDICATION OF PROPOSALS

1. AWARD

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

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

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

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

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

1.2 Proposal Evaluation Approach.

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

A two stage procedure will be followed in evaluating proposals, with evaluation of the technical proposal being completed prior to any evaluation of the financial proposal. Evaluators of the technical proposals shall have no access to the financial Proposals until the technical evaluation is completed.

The evaluation criteria will be a split between technical and commercial (price proposal) scores (70 / 30).

a) Technical Evaluation
Technical Proposals will be evaluated on the basis of their responsiveness to the terms of reference, applying the evaluation criteria and the point system specified in Annex-E. Each Technical Proposal will be given a technical score. Technical Proposals receiving the minimum qualifying points or higher, will be considered technically responsive. After the completion of the technical evaluation, the financial proposal will be opened. Proposals which are considered non-technically compliant and non-responsive, will not be given further consideration.

b) Price Proposal (commercial evaluation)
The financial scores will be arrived at based on the formula specified in para-6.5, whereby the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 30 points. The financial scores of the other proposals will be in inverse proportion to the lowest price.

The evaluation formula is outlined as follows:
Sf = 30 x Fm/F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

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

From the time the proposals are opened to the time the contract is awarded, bidders shall not contact UNICEF on any matter and any attempt to influence UNICEF in its evaluation of the proposals and award recommendation, may result in rejection of the proposal.

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

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

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

2. GENERAL TERMS AND CONDITIONS OF CONTRACT (SERVICES)

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

3. RIGHTS OF UNICEF

3.1 UNICEF reserves the following rights:
(a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;
(b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);
(c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion, has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the LTA-S;
(d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this RFPS;
(e) to suspend negotiations or withdraw an award to a Proposer at any time up until an LTA-S has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

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

PART IV - REQUIREMENTS

1. PRICE AND PAYMENT

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

Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-S.

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

The Proposer will suggest a payment schedule for each contract (as issued in accordance with
the provisions of the LTA-S) that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency (a) The currency of the Proposal shall be in Bangladesh TAKA for National bidders and US Dollars for International bidders. UNICEF will reject any proposals submitted in another currency. (b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

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

2. IMPLEMENTATION

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

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

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

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

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

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the LTA-S and related contracts to be executed by these specific experts. UNICEF will only consider substitutions because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the LTA-S and related contracts will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.
Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:
a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

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

3. LIQUIDATED DAMAGES

3.1 Liquidated damages. Any LTA-S(s) awarded in connection with this RFPS will include the following clause on liquidated damages:

"In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the relevant Contract for Services, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of this LTA-S and the relevant Contract for Services, UNICEF may claim liquidated damages from the Contractor and, at UNICEF’s option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor’s invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the relevant Contract for Services. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to this LTA-S and the relevant Contract for Services."

PART V - PROPOSER REPRESENTATIONS

I. PRICE # MOST FAVOURED CUSTOMER

1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer’s affiliates).

1.2 If at any time during the term of the LTA-S resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer’s affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fees, rates and charges and related pricing terms under the LTA-S to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. GENERAL REPRESENTATIONS

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

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

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

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

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

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

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

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA-S and linked contract(s).

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

3. ETHICAL STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. AUDIT

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of an LTA-S and/or linked contract awarded in relation to this RFPs, including but not limited to the award of the LTA-S and/or linked contract and the Proposer’s compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer’s premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

5. VALUE ADDED TAX (VAT)

Reimbursement of 15% VAT: The applicable VAT rate for the contracted services will be settled as per applicable/prevaling government VAT rates law. In order for UNICEF to make payment of the applicable VAT and thereafter submit claim for refund of the same from the relevant government VAT authorities, the service provider will be required to submit Tax invoice with proof of valid VAT payment with mandatory particulars/contents of legal VAT requirements and acceptable to government VAT authority, please note the details below:
(i) ORIGINAL INVOICE: In the invoice, the bill amount and VAT amount has to be segregated.
(ii) MUSHOK-11: Vendors need to submit the original copy of Mushok-11. It has to be certified by the Revenue Officer or Assistant Revenue Officer of relevant VAT circle of the vendor. Also, it has to be submitted within 3 months of issuing Mushok-11.
(iii) TREASURY CHALLAN: Vendor needs to submit the original copy of Treasury Challan or photocopy copy of Treasury Challan attested from the relevant VAT circle. Also, it has to be submitted within 3 months of issuing Mushok-11.
If VAT is applicable contractor should claim it as part of the original invoice (applicable both for partial or full payment).
6.0 STRIKES / HARTALS

Should hartal(s) be declared on the RFP closing day the time and day for closing/opening of the bid will remain unchanged. In such a situation if the proposals were not submitted then the bidder(s) are requested to submit their bids as outlined in the mode of submission.
INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedule/Statement of Work and the evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of the indicated name and address as specified in this RFP(RPFS). Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:
   * Outer sealed envelope:
     Name of company
     [RFP(S) NO.]
     [NAME OF UNIT & UNICEF OFFICE ADDRESS]
   * Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal
   * Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

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

4. AWARD NOTIFICATION

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

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Customers and UNICEF Supply Website

1. In these General Terms and Conditions (Services), the following terms have the following meanings:

- "Affiliates" mean, with respect to the Contractor, any of its corporate subsidiaries or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.
- "Confidential Information" means information or data that is designated as confidential or contains confidential or proprietary nature of which, if or should be reasonably apparent from the relevant source, quality or characteristics of such information.
- "Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.
- "Contractor" means the contractor named in the Contract.
- "Deliverables" means the work product and other output of the Services required to be delivered by the Contractor as part of the Services, as specified in the relevant section of the Contract.

2. "Disabling Code" means any virus, worm, trojan, or other similar type of attack that can infect or disable a computer, network, or system.

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

4. "Fees" is defined in Article 3.1.

5. "Government" means a Government with which UNICEF has a program of development cooperation, or includes a Government of a country in which UNICEF provides humanitarian assistance.

6. "Key Personnel" means the highest level of government officials responsible for the approval of the proposal for the services.

7. "Services" means the services provided to the Contractor by UNICEF under the terms of the Contract.

8. "UNICEF Data" means any and all information or data in digital form or processed in digital form that are provided to the Contractor by UNICEF under the terms of the Contract, or that are collected by the Contractor in the performance of the Contract.

1.2 These General Terms and Conditions of Contract, UNICEF's Privacy Policy, and Bidding Process, the UNICEF's Policy on Conflict of Interest, the UNICEF's Information Disclosure Policy, and the other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the date of the Contract.

2. Performance of Services and Deliverables, Contractor's Personnel, and Services and Deliverables

2.1 The Contractor agrees to provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be required to provide all the necessary personnel, equipment, material, and supplies for completing the performance of the Services and delivery of the Deliverables.

2.2 The Contractor acknowledges that UNICEF will have no obligation to provide any assistance to the Contractor and that the Contractor makes no representations as to the availability of any facilities, equipment, material, or other items. Any reference to "UNICEF personnel" or "End Users" shall mean UNICEF personnel or End Users, as specified in the relevant section of the Contract.

3. The Contractor will ensure that the services are delivered in accordance with the terms and conditions of the Contract.

4. The Contractor will ensure that all services are delivered in accordance with the terms and conditions of the Contract.

5. The Contractor will ensure that all services are delivered in accordance with the terms and conditions of the Contract.

6. The Contractor will ensure that all services are delivered in accordance with the terms and conditions of the Contract.

7. The Contractor will ensure that all services are delivered in accordance with the terms and conditions of the Contract.

8. The Contractor will ensure that all services are delivered in accordance with the terms and conditions of the Contract.

9. The Contractor will ensure that all services are delivered in accordance with the terms and conditions of the Contract.

10. The Contractor will ensure that all services are delivered in accordance with the terms and conditions of the Contract.
ANNEX A
GENERAL TERMS AND CONDITIONS

The Contractor and UNICEF are at any time to evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor shall provide at the request of the UNICEF, a copy of the final evaluation report. The final evaluation report shall be submitted within thirty (30) days after the completion of the Services. Failure to submit the final evaluation report within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

2.8 The approval of UNICEF of any Repairs or Modifications provided by the Contractor shall be based on a written proposal submitted by the Contractor. The Contractor shall be responsible for all costs and expenses incurred in connection with the Services and Deliverables. The approval of UNICEF shall be final and conclusive. The Contractor shall immediately correct any defects or errors in the Services and Deliverables that are identified by UNICEF within thirty (30) days after receipt of notice from UNICEF. Failure to correct such defects or errors within such time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

2.10 The Contractor shall provide the UNICEF with a final report on the Services and Deliverables, including any defects or errors that are identified during the execution of the Services and Deliverables. The final report shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the final report within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

2.12 The Contractor shall, at the request of UNICEF, provide the UNICEF with a copy of all correspondence, including any defects or errors that are identified during the execution of the Services and Deliverables. The correspondence shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the correspondence within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

The approval of UNICEF of any Repairs or Modifications provided by the Contractor shall be based on a written proposal submitted by the Contractor. The Contractor shall be responsible for all costs and expenses incurred in connection with the Services and Deliverables. The approval of UNICEF shall be final and conclusive. The Contractor shall immediately correct any defects or errors in the Services and Deliverables that are identified by UNICEF within thirty (30) days after receipt of notice from UNICEF. Failure to correct such defects or errors within such time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

The Contractor shall, at the request of UNICEF, provide the UNICEF with a copy of all correspondence, including any defects or errors that are identified during the execution of the Services and Deliverables. The correspondence shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the correspondence within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

3.1 The Contractor shall provide the UNICEF with a final report on the Services and Deliverables, including any defects or errors that are identified during the execution of the Services and Deliverables. The final report shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the final report within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

3.2 The Contractor shall provide the UNICEF with a copy of all correspondence, including any defects or errors that are identified during the execution of the Services and Deliverables. The correspondence shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the correspondence within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

3.3 The Contractor may submit an invoice to the Contractor for the cost of the Services and Deliverables, including any defects or errors that are identified during the execution of the Services and Deliverables. The invoice shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the invoice within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

3.4 The Contractor shall provide the UNICEF with a final report on the Services and Deliverables, including any defects or errors that are identified during the execution of the Services and Deliverables. The final report shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the final report within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

3.5 The Contractor shall provide the UNICEF with a copy of all correspondence, including any defects or errors that are identified during the execution of the Services and Deliverables. The correspondence shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the correspondence within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

3.6 The Contractor shall provide the UNICEF with a copy of all correspondence, including any defects or errors that are identified during the execution of the Services and Deliverables. The correspondence shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the correspondence within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.

3.7 The Contractor shall provide the UNICEF with a copy of all correspondence, including any defects or errors that are identified during the execution of the Services and Deliverables. The correspondence shall be submitted within thirty (30) days after the completion of the Services. Failure to provide the correspondence within the specified time shall result in the Contractor being liable for any loss or damages incurred by UNICEF.
ANNEX A
GENERAL TERMS AND CONDITIONS


3.4 UNICEF will not notify the Contractor of any dispute or discrepancy in the internal or external form of any invoice. Without prejudice to the rights of any party to such a dispute or discrepancy, the Contractor is responsible for addressing such disputes or discrepancies directly with the relevant party. Any disputes or discrepancies that are not addressed to the satisfaction of the relevant party within 30 days of receipt of the invoice or notice of discrepancy will be resolved through the procedures set out in Article 10.5.

3.5 UNICEF will not institute any legal proceedings against the Contractor under this Agreement, unless such proceedings are necessary to enforce the terms of this Agreement. Any legal actions taken by UNICEF will be in accordance with the laws and regulations of the country in which the services are being provided.

3.6 Each invoice submitted to UNICEF must be signed by an authorized representative of the Contractor. The invoice must include all necessary information, including but not limited to, the description of goods or services, the quantity and rate of payment, and the total amount due. The Contractor must also keep a record of all payments made and invoices issued, and make such records available upon request.

4. Representations and Warranties

4.1 The Contractor represents and warrants that it has the authority and power to enter into this Agreement and to perform all obligations under this Agreement. The Contractor also represents and warrants that it is not in violation of any law, regulation, or order issued by any governmental authority, and that it has not entered into any agreement, arrangement, or understanding that would impair its ability to perform its obligations under this Agreement.

5. Insurance

5.1 The Contractor shall maintain insurance coverage as required by UNICEF, including but not limited to, liability insurance, property damage insurance, and any other insurance required by law. The Contractor shall provide UNICEF with evidence of such insurance coverage.

6. General Terms

6.1 General terms including payment, delivery, and performance shall conform to the terms of this Agreement. Any variation from such terms shall be in writing and signed by both parties. Any dispute arising out of or in connection with this Agreement shall be resolved through mediation or arbitration as agreed upon by the parties.
ANNEX A
GENERAL TERMS AND CONDITIONS

3.8 An appropriate workers' compensation and employee's liability insurance, or its equivalent, with respect to its Personnel and subcontractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract.

3.9 Such other insurance as may be required under the law or the requirements of the Contract.

3.10 The Contractor will maintain the insurance coverage referred to in Clause 4.6 above during the term of the Contract and for a period after the Contract terminates equal to the end of any applicable insurance periods with regard to claims against which the insurance is concerned.

3.11 The Contractor will be responsible to fund all amounts within any policy deductible or excess.

4.1 Except with regard to the insurance referred to in paragraph 3.10 above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (a) name UNICEF as an additional insured; (b) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellations or changes of coverage.

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

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

4.4 The Contractor will pay UNICEF promptly for all losses, destruction or damage to UNICEF's property caused by the Contractor's Personnel or subcontractors in the performance of the Contract.

4.5 Intellectual Property and Other Proprietary Rights: Data Protection, Confidentiality

5.1 Unless otherwise expressly provided for in the Contract:

5.2 [Subject to paragraph 5.1 of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents and other materials ("Contract Materials") that the Contractor develops for UNICEF under the Contract and which have a direct reference to the Contract or are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, films, records, recommendations, summaries, designs developed or improved by, and all other data compiled by or received by, the Contractor during the performance of the Contract. The Contractor agrees to the following confidentiality and data protection provisions and will be responsible for any use of the Contract Materials in accordance with the requirements of the Contract.

5.3 Unless the Contract Materials will pass to UNICEF:

5.4 The Contractor will not use, and will not permit any person, employee, agent, or any other proprietary rights solely for the purpose of and in accordance with the requirements of the Contract.

5.5 At the request of the Contractor, the Contractor will take all reasonable steps to ensure the confidentiality of any personal data collected under the Contract.

5.6 Exceptions to the provisions of this Agreement in the performance of the Contract:

5.7 Confidentiality:

5.8 Confidential Information that is considered proprietary by either Party is referred to in paragraph 5.2 above, through which to UNICEF in compliance with the requirements of the applicable law and of the Contract.

5.9 Confidential Information that is considered proprietary by either Party is referred to in paragraph 5.2 above, through which to UNICEF in compliance with the requirements of the applicable law and of the Contract.

5.10 The Contractor will keep UNICEF informed of any changes or developments in the Contract and any breach of the terms of the Contract.

5.11 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not deliver any application or software on any UNICEF devices, systems or systems. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will remain any Non-Invasive Code, and that UNICEF will use any control of the Contractor to UNICEF for the performance of the Contractor. Without prejudice to UNICEF's rights and remedies, if a Non-Invasive Code is identified, the Contractor, at its own cost, expenses, with the necessary and reasonable care, will be required to implement the Services.

5.12 UNICEF Data is used by the Contractor for its own Unscented Information and will use the Contractor's Unscented Information solely for the purpose for which it was disclosed to the Contractor. The Contractor will not disclose the Contractor's Unscented Information to any other party.

5.13 The Contractor will not use the Contractor's Unscented Information for purposes of performing obligations under the Contract.

5.14 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not disclose any application or software on any UNICEF devices, systems or systems. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will remain any Non-Invasive Code, and that UNICEF will use any control of the Contractor to UNICEF for the performance of the Contractor. Without prejudice to UNICEF's rights and remedies, if a Non-Invasive Code is identified, the Contractor, at its own cost, expenses, with the necessary and reasonable care, will be required to implement the Services.

5.15 UNICEF Data is used by the Contractor for its own Unscented Information and will use the Contractor's Unscented Information solely for the purpose for which it was disclosed to the Contractor. The Contractor will not disclose the Contractor's Unscented Information to any other party.

5.16 The Contractor will not use the Contractor's Unscented Information for purposes of performing obligations under the Contract.

5.17 The Contractor will not disclose any application or software on any UNICEF devices, systems or systems. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will remain any Non-Invasive Code, and that UNICEF will use any control of the Contractor to UNICEF for the performance of the Contractor. Without prejudice to UNICEF's rights and remedies, if a Non-Invasive Code is identified, the Contractor, at its own cost, expenses, with the necessary and reasonable care, will be required to implement the Services.
ANNEX A
GENERAL TERMS AND CONDITIONS

5.9 At the event of any Security breach, the Contractor will, as soon as possible following the Contractor’s discovery of such Security breach and in its sole cost and expense: (a) notify UNICEF of such Security breach and of all the Contractor’s proposed remedial actions; (b) implement any and all remedial change management and remedial actions; and (c) as relevant, enable UNICEF’s and, as directed by UNICEF, any third parties’ access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor’s implementation of such change management and remedial actions. The Contractor, in its sole cost and expense, will cooperate fully with UNICEF’s investigation of, remediation of, and/or defense to any Security breach. If the Contractor fails to receive, to UNICEF’s reasonable satisfaction, any such Security breach, UNICEF can terminate the Contract without notice.

Service Providers and Sub-Contractors

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

End of Contract

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

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

(b) transfer to UNICEF all Intellectual and other proprietary information in accordance with Article 5.10;

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If either Party is in material breach of any of its obligations under the Contract, the other Party can give the written notice that would arise (30 days of receipt, unless the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days period or if the breach is not capable of remediation, the non-breaching Party can terminate the Contract. The termination will be effective sixty (60) days after the non-breaching Party gives the breach Party written notice of termination. The intention of cancellation or arrears proceedings will be announced in accordance with Article 9. Private and confidential; with powers of attorney; below will not be granted for cancellation of the Contract.

Additional Termination Rights of UNICEF

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

(a) in the circumstances described in, and in accordance with, Appendix 7 (Intellectual and other proprietary information in accordance with Article 5.10);

(b) if the Contractor breaches any of the provisions of Article 5.2.1.1 (Creation and utilization of a system of intellectual property).

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which "UNICEF’s discretion is applicable to the performance of the Contract or UNICEF’s funding applicable to the Contract is cancelled or terminated. Whether in whole or in part, UNICEF can also terminate the Contract at any (50) day’s written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so reduce expenses to a minimum, and will undertake any further or additional consultations as may, and following the data it receives from the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimize losses or preserve any property, whether tangible or intangible, related to the Contract due to the performance of the Contractor and in which UNICEF has or may reasonably be expected to acquire an interest.

6.5 If the Contractor is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any raw materials or work-in-progress related specifically to the Contract. If UNICEF obtains the assurance of another party to continue the Services on comparable and any unintended work, the Contractor will provide UNICEF with reasonable information about UNICEF and such party in the orderly performance of services and transfer of any Confidential Information and data required to continue the operations in accordance with Article 5.

6.6 If the Contractor is terminated by either Party, the Contractor will receive UNICEF and/or any other party or parties all needed to perform the Contract for the effective date of termination.

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

Force Majeure

6.8 If one Party is in material breach of any of its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as set forth in Article 6.1 above, except that the period of notice will be twenty (20) days instead of thirty (30) days. "Force majeure" means any unforeseeable and unavoidable event arising from events beyond the control of the Parties, including acts of war, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force. "Force majeure" does not include all events which are caused by the negligence or intentional acts of a Party, in any event resulting from UNICEF’s insolvency, bankruptcy or similar special circumstances.

7. Legal Standards

7.1 Without limiting the generality of Article 3 above, the Contractor will be responsible for the professional and technical competence of its Personnel, including its employees and all parties, other than the Contractor, under its control and within a reasonable degree of care and control, and for compliance with the laws and regulations governing the performance of the Contract and, at the expense of the Contractor, any costs incurred in connection therewith.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or any of its United Nations System organization has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such benefits, together with the consideration for the performance of the Contract, inadequate, or any service or other action in connection therewith.

The Contractor represents and warrants that the following requirements with regard to

Page 26 of 28
ANNEX A
GENERAL TERMS AND CONDITIONS

UNICEF officials have been consulted with and will be consulted with.

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

10.1 The Contractor's personnel represent that, so respect all aspects of the Contract, including the award of the Contract by UNICEF to the Contractor and the selective and unbiased selection of the contractor, it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest could reasonably be perceived as a conflict of interest.

10.2 The Contractor further represents and warrants that it is not in any way an Affiliated, or a System or joint venture, or a subsidiary of any such Affiliated, or a System or joint venture, or a subsidiary.

10.3 The Contractor will provide a full and direct relationship with any such inspection, post-audit, or investigations, including, but not limited to, making its personnel and any relevant data and documentation available for the purpose of such inspection, post-audit, or investigations, or reasonable times and on reasonable conditions, and granting UNICEF and those undergoing such inspections, post-audit, or investigations access to the Contractor's premises in reasonable times and on reasonable conditions in accordance with existing UNICEF and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's agents, subcontractors or other vendors, to provide reasonable cooperation with any inspections, post-audit, or investigations carried out by UNICEF.

10.4 The Contractor will have full and direct relationship with any such inspection, post-audit, or investigations, including, but not limited to, making its personnel and any relevant data and documentation available for the purpose of such inspection, post-audit, or investigations, or reasonable times and on reasonable conditions, and granting UNICEF and those undergoing such inspections, post-audit, or investigations access to the Contractor's premises in reasonable times and on reasonable conditions in accordance with existing UNICEF and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's agents, subcontractors or other vendors, to provide reasonable cooperation with any inspections, post-audit, or investigations carried out by UNICEF.

10.5 The Contractor will have full and direct relationship with any such inspection, post-audit, or investigations, including, but not limited to, making its personnel and any relevant data and documentation available for the purpose of such inspection, post-audit, or investigations, or reasonable times and on reasonable conditions, and granting UNICEF and those undergoing such inspections, post-audit, or investigations access to the Contractor's premises in reasonable times and on reasonable conditions in accordance with existing UNICEF and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's agents, subcontractors or other vendors, to provide reasonable cooperation with any inspections, post-audit, or investigations carried out by UNICEF.

10.6 The Contractor will have full and direct relationship with any such inspection, post-audit, or investigations, including, but not limited to, making its personnel and any relevant data and documentation available for the purpose of such inspection, post-audit, or investigations, or reasonable times and on reasonable conditions, and granting UNICEF and those undergoing such inspections, post-audit, or investigations access to the Contractor's premises in reasonable times and on reasonable conditions in accordance with existing UNICEF and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's agents, subcontractors or other vendors, to provide reasonable cooperation with any inspections, post-audit, or investigations carried out by UNICEF.

10.7 The Contractor will have full and direct relationship with any such inspection, post-audit, or investigations, including, but not limited to, making its personnel and any relevant data and documentation available for the purpose of such inspection, post-audit, or investigations, or reasonable times and on reasonable conditions, and granting UNICEF and those undergoing such inspections, post-audit, or investigations access to the Contractor's premises in reasonable times and on reasonable conditions in accordance with existing UNICEF and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's agents, subcontractors or other vendors, to provide reasonable cooperation with any inspections, post-audit, or investigations carried out by UNICEF.

10.8 The Contractor will have full and direct relationship with any such inspection, post-audit, or investigations, including, but not limited to, making its personnel and any relevant data and documentation available for the purpose of such inspection, post-audit, or investigations, or reasonable times and on reasonable conditions, and granting UNICEF and those undergoing such inspections, post-audit, or investigations access to the Contractor's premises in reasonable times and on reasonable conditions in accordance with existing UNICEF and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's agents, subcontractors or other vendors, to provide reasonable cooperation with any inspections, post-audit, or investigations carried out by UNICEF.

10.9 The Contractor will have full and direct relationship with any such inspection, post-audit, or investigations, including, but not limited to, making its personnel and any relevant data and documentation available for the purpose of such inspection, post-audit, or investigations, or reasonable times and on reasonable conditions, and granting UNICEF and those undergoing such inspections, post-audit, or investigations access to the Contractor's premises in reasonable times and on reasonable conditions in accordance with existing UNICEF and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's agents, subcontractors or other vendors, to provide reasonable cooperation with any inspections, post-audit, or investigations carried out by UNICEF.
ANNEX A
GENERAL TERMS AND CONDITIONS

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

11. Other Provisions

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

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

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

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

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

11.6. The Contractor will use its best efforts to ensure that any claim, assessment or other encumbrance against any
person due to the Parties under the Contract, and will not permit any other person to do so. UNICEF will immediately remove or
cash the removal of any claim, assessment or other encumbrance that is determined to be hereby due under the Contract.

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

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

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

11.10. The provisions of Articles 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 11.1, 11.2 and 11.3 will survive
provisions of the termination of the Relationships and the expiry or earlier termination of the
Contract.
ANNEXURES TO BE ATTACHED SEPARATELY WITH RFP:

ANNEX-B

TECHNICAL PROPOSAL - CONTENT & FORMAT

The technical proposal of the bidders should contain the following minimum information. Bidders are free to provide, any other information that they deem fit and relevant in support of their bid.

Section-1. Contractor’s company/firm

a) In this section the contractor should highlight about their company, how it is organised (organisation structure), its capability and a brief about its key personnel, (beginning from 2016 and backward) for whom the contractor has undertaken similar assignments along with the name of the contact person and contact details of its clients.

b) Out of the above list, provide information of 3-5 assignments for which your company and your company’s personnel were contracted. Please highlight those assignments similar to the one requested by UNICEF. Please use the format specified in Annex-C.

Section-2: Description of the Approach, Methodology and Work Plan

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal into 4 chapters:

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. DO NOT CUT AND PASTE TEXTS FROM THE TOR SHARED WITH YOUR COMPANY. The associated risks should also be highlighted and the methods to mitigate those risks should be proposed.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and staffing of the team for this assignment. In this chapter you should propose the structure and composition of your team which will be deployed for this assignment. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staff along with their curriculum vitae (CVs).

d) Team composition and tasks assigned. Please provide the details as per the following

<table>
<thead>
<tr>
<th>Name of staff</th>
<th>Area of expertise</th>
<th>Position assigned</th>
<th>Firm</th>
<th>Task Assigned</th>
<th>No. of days of input</th>
</tr>
</thead>
</table>

**CONTRACTOR'S EXPERIENCE - FORMAT**

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Country: Location within country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Client:</td>
<td>Address:</td>
</tr>
<tr>
<td>Duration of assignment (months):</td>
<td>Total no. of staff-months of the assignment:</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Approx. value of the contract (in current BDT):</td>
<td></td>
</tr>
<tr>
<td>Name of associated Contractors, if any:</td>
<td>No. of professional staff-months provided by associated Contractors:</td>
</tr>
<tr>
<td>Name of associated Contractors, if any:</td>
<td>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader etc):</td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
</tr>
</tbody>
</table>
ANNEX D

FINANCIAL PROPOSAL FOR DATA BANDWIDTH REQUIREMENTS (FULL-DUPLEX CONNECTIVITY) for POINT-To-POINT (P2P) MPLS DATA LINKS between UNICEF Dhaka office and Eight UNICEF Field Offices:

The Service Providers should provide quotations to below data bandwidth requirements for UNICEF Offices at current UNICEF presence and other cities.

LOCATIONS:

<table>
<thead>
<tr>
<th>LOCATION (From)</th>
<th>LOCATIONS (To)</th>
<th>CURRENT UNICEF PRESENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Cox’s Bazaar</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Chittagong</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Barisal</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Khulna</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Sylhet</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Rangpur</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Mymensingh</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Rangamati</td>
<td>Yes</td>
</tr>
<tr>
<td>UNICEF Dhaka Office</td>
<td>Other cities</td>
<td>No</td>
</tr>
</tbody>
</table>

Note: If a single financial proposal for different bandwidth does not apply for all the cities, the vendor may provide different proposals for the current locations of UNICEF 8 (eight) Field offices as well as for the major districts/metropolitan cities as applicable.

- **One Time Cost (OTC):** First time installation and deployment charges including devices, travel and labour cost.
- **Monthly Running Cost (MRC):** Monthly fee for Data bandwidth charges (Bandwidth and troubleshooting charges).
- **Site Mobilization (SM):** After initial deployment, if UNICEF office moves to the new location within the same city, the supplier has to mention the shifting charges for the site mobilization.
- **Monthly Lease Cost (MLC):** UNICEF will lease equipment (if applicable) from the supplier and provide monthly charges of leased equipment’s to supplier. Supplier can provide equipment without charges too.
## Financial Proposal Template for Point-To-Point Data Bandwidth with Redundancy and without Redundancy:

<table>
<thead>
<tr>
<th>Point-To-Point (P2P) data connectivity between UNICEF Dhaka office and Eight UNICEF Field Offices</th>
<th>Bandwidth (Full Duplex) (Mbps)</th>
<th>MPLS Data bandwidth Monthly Running Cost - MRC (BDT) (without VAT)</th>
<th>Site Mobilization Charges (BDT)</th>
<th>Standard Equipment Costs</th>
<th>One Time Cost - OTC (BDT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. P2P data Link Services (MPLS) With Redundancy</td>
<td>20</td>
<td>18</td>
<td>16</td>
<td>14</td>
<td>12</td>
</tr>
<tr>
<td>2. P2P data Link Services (MPLS) Without Redundancy</td>
<td>20</td>
<td>18</td>
<td>16</td>
<td>14</td>
<td>12</td>
</tr>
</tbody>
</table>

ACCEPTANCE OF GENERAL TERMS AND CONDITIONS (ANNEX-A) IS MANDATORY.
# EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OVERALL RESPONSE</strong></td>
<td></td>
</tr>
<tr>
<td>* Understanding of, and responsiveness to, UNICEF Bangladesh Office requirements; * Understanding of scope, objectives and completeness of response; * Overall concord between UNICEF requirements and the proposal.</td>
<td>5</td>
</tr>
<tr>
<td><strong>METHODOLOGY AND DETAILED TIMELINE</strong></td>
<td>(25)</td>
</tr>
<tr>
<td>* Quality of the proposed approach and methodology; * Suitability of the approach: To what extent the methodology is designed in response to the needs of the TOR; * Quality of proposed implementation plan, i.e. how the bidder will undertake each task, and time-schedules; * Risk assessment - recognition of the risks/peripheral problems and methods to prevent and manage risks/peripheral problems. * Timelines proposed must be detailed and realistic;</td>
<td>5</td>
</tr>
<tr>
<td><strong>ORGANISATIONAL CAPACITY and PROPOSED TEAM</strong></td>
<td>(35)</td>
</tr>
<tr>
<td>Professional expertise and experience in providing MPLS P2P data link Services; management and organizational ability to monitor dedicated data connections between customer &amp; network centre using multiple redundant infrastructures: The information should cover the following:</td>
<td></td>
</tr>
<tr>
<td>a) Company profile and Years of establishment with relevant experience in MPLS data link services with UN and other international organizations</td>
<td>10</td>
</tr>
<tr>
<td>b) Available network connectivity/media to cover the maximum areas of the districts/divisions where UNICEF has the current presence:</td>
<td></td>
</tr>
<tr>
<td>i) Optical Fiber for current UNICEF presence</td>
<td>5</td>
</tr>
<tr>
<td>ii) Optical Fiber/Wireless/ Microwave/WiMax Connectivity for wider coverage outside current UNICEF presence</td>
<td></td>
</tr>
<tr>
<td>c) Redundant Backup option and Contingency planning</td>
<td>5</td>
</tr>
</tbody>
</table>

**NOTE:** The Service Provider must have redundant backup systems in place to provide UNICEF a seamless service in case of disaster and accident caused by any unavoidable circumstance which includes but not limited to:
- Disconnection/failure of optical fiber link between the Service Provider's premises and UNICEF
- POP inaccessible due to any natural/political reason
- Power disruption due to natural/political reason

<p>| d) Support &amp; monitoring methods followed for the existing customer. Approach a monitoring report for the proposed assignment covering bandwidth consumption, latency and Packet Loss | 5      |
| e) Troubleshooting approach for 24 hours/7 days and providing monthly performance report | 3      |
| f) Technician presence where UNICEF offices are located | 2      |
| g) Team members - Relevant experience, skills &amp; competencies; | 5      |</p>
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEOGRAPHICAL COVERAGE:</td>
<td>5</td>
</tr>
<tr>
<td>The Service Provider must have wide network coverage to provide seamless service in compliance with the below note:</td>
<td></td>
</tr>
<tr>
<td>- Providing data link coverage in current UNICEF presence</td>
<td></td>
</tr>
<tr>
<td>- Providing data link coverage in other cities</td>
<td></td>
</tr>
<tr>
<td>TOTAL MARKS</td>
<td>70</td>
</tr>
</tbody>
</table>

For this RFP, the Technical Proposal has a total score of 70 points. Bidders must score minimum of 49 points to be considered technically compliant and in order, for the Financial Proposals to be opened. Financial proposal has a total score of 30 points.

The final selection of the bidder will be based on a quality and cost basis as specified in the RFP.
ANNEX-F

TERMS OF REFERENCE FOR INSTITUTIONAL CONTRACT

<table>
<thead>
<tr>
<th>Title of the assignment</th>
<th>To establish LTA for 24+12 months for Point-To-Point (P2P) data connectivity between UNICEF BCO and Eight UNICEF Field Offices.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose</td>
<td>To extend ICT voice, video and data network using fixed data connectivity in each of the Field offices.</td>
</tr>
<tr>
<td>Location</td>
<td>UNICEF country Office Dhaka, Bangladesh</td>
</tr>
<tr>
<td>Estimated Duration</td>
<td>24 + 12 months from the start date of the LTA</td>
</tr>
<tr>
<td>Reporting to Technical</td>
<td>Telecoms Officer, ICT Section, UNICEF Bangladesh</td>
</tr>
<tr>
<td>Supervisor of this</td>
<td>assignment</td>
</tr>
</tbody>
</table>

1. BACKGROUND:

The Point-To-Point (P2P) data link is an important element of UNICEF BCO network architecture. It provides direct linkage from UNICEF BCO to eight Field Offices (FOs) which enables successful programme implementation. It forms the network data backbone for UNICEF BCO and Field Offices. The provision of Point-To-Point data connectivity allows seamless and tight integration amongst UNICEF systems, within the existing office layout. The P2P data links between UNICEF BCO at BSL Office Complex with eight UNICEF Field Offices in different districts/divisions allow UNICEF systems to be equally distributed in all Field Offices, thus allowing staff members of the Field Offices to work easily within the same data, voice and video environment; therefore, reducing the overall operating costs. The P2P data links also provide the platform for transporting SIP voice communication over the same data link pipe, contributing to further reduction of telephone cost. These P2P links act as the media for Unified Communication enabling sharing Computer Data, Voice/Telephony and Video and Tele conferencing between BCO and Field Offices.

The current connectivity profile has been enhanced in 2012 by introducing Point-To-Point data connectivity over MPLS network, which resulted a big improvement in terms of sharing the same seamless ICT services of BCO with the Field Offices.

After reevaluating the bandwidth requirement considering the increased number of staff members per Field office and the introduction of VISION, the P2P data connectivity has become an integral part of UNICEF BCO network data backbone which ensures smooth ICT network services available for the Field offices' staff members.

2. DESCRIPTION OF ASSIGNMENT:

To provide eight Point-To-Point data links between UNICEF Dhaka Office and the following UNICEF Field offices with the mentioned full duplex data transfer speed.

- UNICEF Rangpur Zone Office [6144kbps/6144kbps] [optional: 4096kbps/4096kbps]
- UNICEF Khulna Zone Office [6144kbps/6144kbps]  [optional: 4096kbps/4096kbps]
- UNICEF Barisal Zone Office [6144kbps/6144kbps]  [optional: 4096kbps/4096kbps]
- UNICEF Chittagong Zone Office [6144kbps/6144kbps]  [optional: 4096kbps/4096kbps]
- UNICEF Mymensingh Zone Office [6144kbps/6144kbps] [optional: 4096kbps/4096kbps]
• UNICEF Sylhet Zone office [6144kbps/6144kbps] [optional: 4096kbps/4096kbps]
• UNICEF Rangamati satellite office [4096kbps/4096kbps] [optional: 2048kbps/2048kbps]
• UNICEF Cox’s Bazar office [4096kbps/4096kbps] [optional: 2048kbps/2048kbps]

1. The link should be of MPLS or similar technology, VPN/IPSec over internet is not acceptable. A pre-bid briefing will be arranged for discussing about the technical details.

2. Each link should be able to carry Cisco Trunk, IEEE 802.1Q with multiple VLAN. The response delay should be less than 10ms [for fiber - last mile] or 30ms [for radio - last mile]

3. Media and equipment used for this link should be provided, installed and maintained by the contractor. The contractor will be responsible for all equipment/media used for the service and ensure that proper maintenance and routine checkup is done as necessary. UNICEF will only provide space and power for the CPE inside the UNICEF premises, if required.

4. The contractor should ensure minimum down time of the links in case of any disruption of the service including equipment failure, faulty media etc. and take prompt action to solve the problem and make the links operational in minimum time as per the agreed SLA (maximum within 4 hours in weekdays, within 12 hours in weekend and at night).

5. The contractor shall ensure the redundancy of the services at UNICEF Dhaka Office for the Field offices’ connectivity.

6. The contractor will provide operational support and assistance, as needed.

7. Online monitoring tools should be provided so that UNICEF ICT can check usage and history. Proper helpdesk and ticketing system should be in place to handle troubleshooting.

8. The Contractor should assign a technical focal person who will handle all communication with UNICEF related to the service.

3. END PRODUCT/DELIVERABLES:

1. Eight Point-To-Point data links from BCO Dhaka office to Field Offices

4. Qualifications or specialized knowledge/experience required for the assignment:

Data link service provider having experience in providing reliable and secured data connection to large corporate organizations. Advantageous, if company is providing data link service to one or more UN agencies operating in Bangladesh. UNICEF reserves the right to check the references.