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## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-EGO-2014-9113292

16 July 2014

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

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

Conducting the Analysis of National child protection systems, in the wider context of Social Protection system, in Albania.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



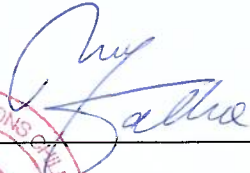
Date: 16.07.2014

Eduard Gorenca

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

Email : egorenca@unicef.org

Approved By:



Date: 16.07.2014

Mirela Kumbaro



**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-EGO-2014-9113292** set out in the attached document, hereby offers to execute the services specified in this document.

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

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

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

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

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

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

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

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

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

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

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

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

Item	Service Description	Quantity	Unit	Unit Price	Price
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**10 Analysis of National CP system in ALB**

Topic: Analysis of National child protection systems, in the wider context of Social Protection system, in Albania.

Commissioned by: UNICEF and Terre des Hommes, in collaboration with MSWY.

Country: Albania

Type: Analysis

Focus area: Social Protection

Language: English and Albanian

Duration: 6 months;

Tentative starting date: September 2014

**1. Context / Background**

The Ministry of Social Welfare and Youth continues to reform the planning and provision of social care services. The reform is supported by a grant from the Swiss Development Cooperation provided through UNICEF.

The initiative, which is being conducted over the next four years, is part of the on-going reform of the social protection system managed by the Ministry of Social Welfare and Youth. It is meant to improve the efficiency of the social protection system and the quality of social services for vulnerable groups, including children. The reform aims to ensure that social protection works for the most vulnerable members of society.

An effective social care system consists of an integrated and inter-connected system of laws, regulations, policies, procedures, institutions, capacities, and service providers. Much of the primary legislation to support implementation of the reform is in place. In brief, the actions of the Reform can be condensed into five Principal Action headings:

1. Clarification of central - local government financial relationships
2. Enabling local government to plan and deliver social care services
3. Central & local government responsibilities to plan social care services
4. Development of human resource capacity to provide social care services
5. The role and function of State Social Services

The exact architecture of the reformed social care service delivery system will be affected by the ongoing administrative/territorial reform, but the main point remains the same: there must be a profession "on the ground", close to where people live, to assist those in difficult life circumstances to find effective ways out of their troubles. If such professionals are available, chances that difficult situations would spiral into conflicts and/or crises become much less.

Among the many streams of work undertaken by the Ministry in support of the reform of Social Services, a systems analysis of child protection is needed in order to make the social protection system child-sensitive in Albania and demonstrate how social protection is a cross-cutting tool with the potential to complement investments across sectors, resulting in more equitable outcomes

**2. Rationale**

As recognized by the Convention on the Rights of the Child (CRC), children have a right to social security, including social insurance, and to an adequate standard of living. Social protection systems need to be responsive to the multiple and compounding vulnerabilities faced by children and their families. An intergenerational approach recognizes the critical role of care-takers, and the importance of addressing their broader vulnerabilities.(fn1)

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Social protection programmes are seen as increasingly relevant across regions and are receiving greater political attention than ever. (fn2)

While social protection is important for societies in general, it must reach the most vulnerable children and families # for whom barriers tend to remain even when services and national human development averages improve. (fn3)

Evidence -as well as UNICEF#s own experience - shows that social protection can improve the lives of children, families and communities across the Millennium Development Goals (MDGs) and beyond, often with stronger impacts for the poorest and most disadvantaged. It is thus an essential way of bridging the gap between populations that are adequately reached and those that are excluded and for promoting equity in access to services and the realization of children#s rights. (fn4)

With the aim of making the social protection system child-sensitive in Albania, the analysis of child protection systems will demonstrate how social protection measures complement investments in other sectors, resulting in more equitable outcomes.

The analysis will identify the ways in which the child protection system in Albania will need to be strengthened in order to better address child protection-related vulnerabilities; it will identify opportunities and specific entry points for bringing about more synergies between the child protection system and the broader social protection system in the country.

### 3. Objective

- a. To conduct a mapping and systems analysis of the child protection system in Albania # in all key sectors - in order to develop an accurate picture of the current system and of all the actors involved.
- b. To identify strengths and gaps in this system and in the plans for reform, to inform future strategy/action plans.
- c. To prepare recommendations with a view to strengthening the child protection system in Albania, that can serve as a basis for a national strategy on child protection and inform ongoing reforms and vice versa (territorial reform and social care services reform).

### 4. Scope and tasks

The analysis will be conducted by an international consultant or organization supported by a local team (to be selected locally) and UNICEF, TdH and MSWY.

The mapping and analysis of the CP system in Albania exercise will involve the following components:

1. An overview of the major CP issues in Albania, including an analysis of the groups of population and categories of children that are most affected based on the available data from secondary sources (governmental bodies # including statistics office - IOs, NGOs) to inform the CP system analysis exercise and its recommendations.
2. A system analysis that will describe the functioning structures of the child protection system, including the informal, community-based structures, the key actors involved, as well as the legal system, governance model, social protection policies and wider welfare policies. The exercise will identify how all these elements interact with each other for the protection of children and their families, what are the linkages across sectors and between local, regional and national entities. The systems analysis should more specifically look at:
  - a. Legal, policy, and strategy framework, including laws, subsidiary legislation, policies, strategies, and customary laws.
  - b. Structures and key institutions. Identify all organizational structures, department units, inter-sectorial mechanisms at the national, regional and local level and describe their mandates, roles and responsibilities and

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capacities, including human resources capacities. This will include also the role of informal community-based mechanisms, referenced to their relationship to more formal structures. Identify other national structures and specific departments/units with child protection functions (judicial system, police etc.);

c. Decentralized levels of governance: Identify all national and sub-national levels/structures of governance (levels of decentralization or de-concentration of power) that are relevant to service delivery.

d. Services for children and system coverage. Identify services for children and families (prevention and response), including type, availability and orientation (prevention or response; urban or rural; centre or community based, etc). Identify the coverage of systems (e.g. how many district/country, how many communities/district, how many citizen/community)

e. Decision making, reporting and referral: Draw the flow-chart of decision making, reporting and referral within the system and between different services# using an example of cases of child abuse or any other child protection problem; Show with lines and arrows levels of subordination, reporting lines and flow of decision making regarding service delivery from the lowest level up to the national levels; Identify coordination mechanisms (temporary commissions etc.) at the administrative level (national and sub-national).

f. Coordination, planning and information management including: identification of coordination platforms for policy development and existing interagency partnerships and dialogue; identify the data collection system on child protection (who does systematic data on child protection issues - NGOs, agencies, in different line ministries, at national and sub-national levels); Identify who uses the data and for what purposes data is collected, the adequacy of data collection and information management strategies, reporting formats, and statistics; and external complaints mechanisms.

g. Monitoring and quality assurance: Describe the accountability mechanism within the current system, for the regular quality monitoring of professionals (such as professional supervision, regular professional appraisal or evaluation between management and employees) and services (monitoring systems of quality of services such as complaints mechanisms, regular inspections, self-assessment exercises). Identify the entities involved in the monitoring and inspection and their mandates.

h. Identify education and on-the-job competency development standards and structures and describe the capacity development framework for professionals within the CP system.

i. Budget allocation and financial flows: Describe budget allocated for protection issues and the financial flows within the child protection system (where do resources go).

3. A mapping and visual representation of all the existing structures and institutions comprising the CP system, including formal, informal and other officially appointed bodies, across ministries and sectors, showing dynamics, interaction, interdependency and reporting lines. Each structure of the child protection system should be included, from local and commune levels up to national level.

4. Analysis of how children and families experience the CP system, including a description of how they use the CP services (both formal and informal), their perceived level of trust, relevance and functioning of services and structures.

5. Analysis of system integration, in particular the convergence between the formal child protection system and the wider social welfare, social protection, justice, socio-economic situation and governance frameworks. Relevance and appropriateness of the existing approaches and the extent to which it is able to maintain, develop and improve itself.

6. A qualitative study in different settings (gathering places of street and working children; detention centre;

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correctional institution; residential institutions, national reception centre for victims of trafficking, etc.) with the aim of collecting case studies to be included in the situation analysis.

7. A list of recommendations through a consultative process with a view to strengthening the child protection system in Albania, that can serve as a basis for a national strategy on child protection, and identify opportunities and specific entry points that can be built on to bring about synergies between child protection frameworks and the broader social protection system in the country. More specifically recommendations for improving existing system at local, regional and national level; recommendations on most efficient coordination mechanisms; what is missing and should be created; staffing issues, etc.

8. Propose elements for the development of a plan of action with core priorities, related messages and presentations.

#### Tasks:

The consultancy will lead and coordinate the research process of the local research teams and will be responsible for the following:

- Develop the methodological framework and related tools for conducting the research
- Develop a plan of action for the research in consultation with the partner contracting organizations and the key stakeholders
- Train and guide the local research team on the methodology and tools for each phase of the research
- Conduct desk research and document findings
- Lead the local research team and participate in the field research phase as required
- Regularly monitor the data collection and ensure all data is collected and documented with rigor
- Lead and participate in the data analysis process and facilitate consultation meetings with key stakeholders to validate findings
- Lead and participate in the data synthesis process and come up with conclusions and recommendations as requested in the TOR
- Write the final research report as per the requirements foreseen in the #key deliverables# section of this TOR.

#### 5. Methodology

The core methodology will seek to provide a national overview of the various components of child protection systems and their interactions mainly through desk research and analysis. However on the other side, the methodology will seek to provide a more realistic picture of how the child protection system works in the ground for children and families by assessing directly a sample of communities and local actors. So the methodology will be a combination of general systems mapping with input from selected communities, in addition to illustrative case studies. Therefore a diversity of methodological tools and forms of analysis will have to be employed. The methodological framework for this study will be developed by the selected consultant, based on recognized research design models and tools in the field and adapted to the specific objectives of this particular research in the Albanian context.

#### 6. Work Plan and Deliverables

##### Key deliverables:

1. A map of the child protection environment (organigram) and flow charts of decision making and referral system (considering the cases of all children at risk of abuse, neglect, exploitation, exclusion and violence)

2. A systems analysis, which should describe the system mapped in the organigram. This should include:

# Description of information sources and ongoing data collection and analysis

- Highlight of the system weaknesses and gaps, (with a focus on case management and referral, and also the role of authorities other than social workers in the referral, management and follow up on cases)

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- Highlight of the #emergencies# and priority areas to tackle violation of children's rights

3. A situation analysis, including identification on recorded cases of violence, and commentary on effectiveness of current data collection and monitoring systems.

4. Select case studies highlighting the dynamic components of the protection system, tracing individual cases from identification, registration, assessment, referral and follow up procedures of the protection system.

5. A final report compiling the above and including recommendations on how to strengthen the child protection system. The report should address the following topics:

- Clarified roles, obligations and mandates towards children (summary of systems analysis);
- Identified reasons for limited response of duty-bearers at different levels of the systems;
- Plans of action in response to weaknesses and failures of the child protection system.
- Opportunities for enhanced synergies between child protection framework and the social protection system in Albania

#### 7. Management

The consultancy will liaise and report to the UNICEF officer in charge of social care service reform and Terre des hommes officer in charge of the consultancy who will provide advice, guidance and information as appropriate. The assignment will be remunerated upon delivery of the agreed deliverables.

#### Confidentiality and ownership:

The researchers will protect the confidentiality of individuals participating in the assessment/analysis at all stages. All data is confidential and the property of UNICEF and Terre des hommes in Albania. Its sole purpose is for research and is not for commercial use.

The consultant/company will turn over all data, questionnaire, tools, reports and other material (outcomes of the assignment) to UNICEF and Terre des hommes in Albania and will not retain any information or material after the assessment has ended.

#### Annex 1. How to apply and selection criteria

##### Requirements for submission of application:

- A letter of interest indicating the reasons why the entity candidate is capable of implementing the assignment,
- profile of the entity and CVs of experts involved;
- Short abstracts of similar work along with publication reports, where applicable;
- Outline of the methodology;
- Technical proposal with timetable;
- Financial proposal, which must be organized based on the table of tasks and deliverables mentioned above and must be expressed in USD.

##### Required skills/experience of the experts

- Demonstrated experience of conducting analysis of the social sector
- The expert/s should have knowledge and experience of international best child protection and social protection system
- Demonstrated strong technical skills in the area of social and child protection sector
- Good facilitation skills and demonstrated experience of conducting similar review
- Strong skills and experience in social sciences, social protection and or other related fields.
- Excellent writing skills in English



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The applicants will be selected based on the scores they will collect from technical and price proposals evaluations.

The overall proposal score for each proposal is calculated based at the evaluation ratio 70%-30% between the technical and price proposal.

See more details at the - Special Notes - paragraph.

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**FOOTNOTES**

- 1 UNICEF Social Protection Strategic framework, 2012
- 2 UNICEF Social Protection Strategic framework, 2012
- 3 UNICEF Social Protection Strategic framework, 2012
- 4 UNICEF Social Protection Strategic framework, 2012

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## SPECIAL NOTES

### IMPORTANT INFORMATION

Interested institutions must submit their application at UNICEF premises at following address:

United Nations Children's Fund (UNICEF)  
Rruga "Skenderbej", godina e Volkswagen-it, kati i trete, Tirana, Albania  
phone: + 355 4 2273 335 / 6 / 7 / 8 / 9; fax: + 355 4 2243 776  
website: [www.unicef.org/albania](http://www.unicef.org/albania)

In Attention to: OPERATIONS / SUPPLY SECTION

SEALED proposals must be received by latest at 16:30 CET, on August 15, 2014, and will be publicly opened at 11:30 on August 18, 2014 at UNICEF office.

Bids received after the stipulated date and time will be invalidated.

### REQUIREMENTS

In order that your proposal to be considered your technical and price proposal should be delivered in separate sealed envelopes and placed in locked bid box located at UNICEF reception area.

While the price proposals remain sealed and in the bid box until the technical evaluation is completed, the technical envelopes will be publicly opened at the time that was mentioned above and will be forwarded at the unit designated to manage the procurement process.

One representative from each entity may attend the opening process.

The sealed envelopes must be labeled as follows:

1. Tender reference - LRPS-EGO-2014-9113292 # Technical Proposal, and
2. Tender reference - LRPS-EGO-2014-9113292 # Price Proposal

Technical Proposal envelope must include:

- A letter of interest indicating the reasons why the entity is capable of implementing the assignment,
- CV and profile of the entity and candidate/s, experts involved;
- Short abstracts of similar work along with publication reports, where applicable;
- Outline of the methodology;
- Technical proposal with timetable;

Price Proposal envelope must include:

- Cover letter;
- Financial proposal expressed in USD;

It is important that you read all of the provisions of the bid, to ensure that you understand UNICEF's requirements and can submit an offer in compliance with them. Note that failure to provide compliant offers may result in invalidation of your bid.

## INSTRUCTIONS TO VENDORS

### A. INTRODUCTION

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

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

### B. TECHNICAL AND COMMERCIAL PROPOSAL REQUIREMENTS AND CONTENT

#### 1.0 INFORMATION IN THE PROPOSAL

1.1 The proposer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this Request for Proposal for Services and the attached Terms of Reference. The proposal shall be composed of separate technical and financial proposals and shall adhere to the following:

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

1.1.2 Categories of information that are considered a mandatory requirement of this RFPS are outlined in the attached Terms of Reference.

1.1.3 The proposer must also provide sufficient information in the proposal to address each area of the items in the mandatory requirements to ensure the evaluation team can make a fair assessment of the company based only on its proposal.

#### 2.0 PRICE PROPOSAL

2.1 The following commercial criteria must be outlined in the price proposal:

- Currency: US Dollar

2.2 UNICEF reserves the right to:

- Contact any or all references supplied by the proposer
- Request additional supporting or supplementary data (from the proposers)
- Arrange interviews with the proposed Project Team/Institution
- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Enter into negotiations with the selected supplier
- Award contracts to more than one proposer for portions of the Terms of Reference defined herein

#### 3.0 PROPOSAL EVALUATION PROCESS AND METHOD

3.1 UNICEF will set up an evaluation/selection team composed of technical staff. Following the

submission of the proposals, an evaluation will be conducted to assess the merits of each proposal. The evaluation will be restricted exclusively to the contents of the proposal, references and corporate financial health.

3.2 Each response will first be evaluated by UNICEF for compliance with the mandatory requirements of this LRPS. Mandatory requirements are indicated throughout this LRPS by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the proposer. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration.

3.3 Failure to comply with any of the terms and conditions contained in this LRPS, including the provision of all required information, may result in a proposal being disqualified from further consideration.

3.4 At the next stage, the responses which comply with the stated mandatory criteria will be evaluated in accordance with the technical evaluation criteria as outlined in this Terms of Reference and according to the relative weighting that UNICEF ascribes to each criterion.

3.5 For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 50 Points. Proposals not meeting this minimum score will be considered technically non-complaint and will be given no further consideration.

3.6 Technical reviews may also include oral presentations and demonstrations, and checking of references.

3.7 Only at this stage will price be considered. The price/cost of each of the technically compliant proposals will be considered using the same methodology. The proposers should ensure that all pricing information is provided in accordance with table of tasks and deliverables stated in this LRPS.

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

$$\frac{\text{Max. score for price proposal} \times \text{Price of lowest priced proposal}}{\text{Price of proposal X}} = \text{Score for proposal X}$$

All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

3.9 At this point, the most favorable proposals will be selected for short-listing. The proposers on the short list may be given the opportunity to give UNICEF an oral presentation in order to be asked detailed questions for clarification of their proposals.

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

- Maximum Points
- Technical Proposal Score - 70 points
- Price Proposal Score - 30 points
- Overall Proposal Score - 100 points

## **D. GENERAL PROVISIONS**

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

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

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

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

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

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

### **4.0 LIQUIDATED DAMAGES**

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

### **5.0 ORDER OF PRECEDENCE**

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

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

### **6.0 UNETHICAL BEHAVIOUR**

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

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

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

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

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

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

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

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

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

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

## **9.0 POST-EMPLOYMENT RESTRICTIONS**

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

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

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

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

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

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

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

### 1. ACKNOWLEDGMENT COPY

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

### 2. DELIVERY DATE

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

### 3. PAYMENT TERMS

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

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

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

### 4. LIMITATION OF EXPENDITURE

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

### 5. TAX EXEMPTION

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

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

### 6. LEGAL STATUS.

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

### 7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

### 8. INDEMNIFICATION

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

### 9. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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



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performing work or services in connection with this Contract.

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

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

10. SOURCE OF INSTRUCTIONS

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

11. ENCUMBRANCES/LIENS

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

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

14. CONFIDENTIAL NATURE OF DOCUMENTS

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

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

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

16. TERMINATION

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

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

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

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

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

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

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

### 17. SUB-CONTRACTING

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

### 18. ASSIGNMENT AND INSOLVENCY

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

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

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

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

### 20. OFFICIALS NOT TO BENEFIT

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

### 21. PROHIBITION ON ADVERTISING

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

### 22. SETTLEMENT OF DISPUTES

#### Amicable Settlement

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

#### Arbitration

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

### 23. PRIVILEGES AND IMMUNITIES

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

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24. CHILD LABOUR

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

25. ANTI-PERSONNEL MINES

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

26. AUTHORITY TO MODIFY

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

27. REPLACEMENT OF PERSONNEL

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

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

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

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

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