

**REQUEST FOR PROPOSAL FOR SERVICES FORM
(PROPOSAL BID SUMMARY FORM)**

We are hereby submitting our Proposal in response to RFPS-IG-2016-34, which includes the Technical Proposal and Financial Proposal sent under a separate file.

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

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

Name & Title: _____

Name of Institution: _____

Signature: _____

Date: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

UNGM registration number: _____

Currency of Proposal: _____

Validity of Proposal:

(Minimum 90 days) _____

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

A. INTRODUCTION

1.0 PROCEDURES AND RULES

1.1 ORGANISATIONAL BACKGROUND

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilise political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisations mission and work.

2.0 PURPOSE OF THE RFP

The UNICEF Office in Croatia would like to organize a training for its staff members to strengthen the capacity of UNICEF team in Croatia to integrate a child rights approach in its overall work, including programming, fundraising, budgeting, communicating, policy making, etc.

3.0 BACKGROUND

Human rights are basic standards to which every person is entitled, to survive and develop in dignity. The United Nations set a universal standard for human rights with the adoption of the Universal Declaration of Human Rights in 1948. Since then, a number of human rights treaties have been developed to recognize the basic rights of all persons. Children have these rights, too. Children's rights are human rights for children. Children have specific rights, recognized in the 1989 Convention on the Rights of the Child, given their vulnerability and dependence. All children's human rights apply to all children at all times, without exception. The provision and protection of children's Convention rights is the primary responsibility of governments at all levels, and realizing the promise of the Convention is an ongoing, progressive commitment.

The Convention on the Rights of the Child sets out these rights in 54 articles and in a set of Optional Protocols. There are rights to:

- Protection (e.g., from abuse, exploitation and harmful substances)
- Provision (e.g., for education, health care and an adequate standard of living)
- Participation (e.g., listening to children's views and respecting their evolving capacities)
- Specific protections and provisions for vulnerable populations such as children with disabilities

Some critics fear the Convention on the Rights of the Child offers too much encouragement for children to act individualistically and in defiance of the authoritative adults in their lives. In reality, Convention rights are about respectful relationships. They are legal obligations governments and other authorities have to children, so that the government's role in protecting children (such as with laws that regulate harmful substances) and providing for their basic needs (such as building a quality education system) is based on clear duties rather than favours, delivered unconditionally. The Convention expressly affirms that parents have the main responsibility for their children's development and protection. But government actions and inactions also have a major impact on children. The Convention provides a framework for governments to give priority to the best interests of children in all decisions, to

set up governance processes to ensure children are a priority, to translate children's Convention rights into law, and to treat children equitably in developing laws, policies and services to help protect them and promote their development. The proper exercise of children's rights fosters respectful relationships between children and their peers and between children and adults.

Despite the existence of rights, children suffer from poverty, homelessness, abuse, neglect, preventable diseases, and unequal access to education and justice systems that do not recognize their special needs. These are problems that occur in both industrialized and developing countries.

The UNICEF Office for Croatia, within the 2012-2016 country programme of cooperation, is providing support to Croatian national and local authorities to advance legislative, administrative and other measures for the implementation of the rights recognized in the Convention on Rights of the Child. In pursuing this goal, the Office is building alliances to support and mobilize society and government around the interrelated issues of disparities, social exclusion and violence against and among children. Current programme is particularly focused on: children living in poorest families, especially those with three or more dependants; Roma boys and girls; children with disabilities; children not attending preschool; children without parental care, including those living in institutions; and children experiencing violence.

4.0 PURPOSE & SCOPE OF WORK OF THE RFPS

The UNICEF Office in Croatia would like to organize a training for its staff members to strengthen the capacity of UNICEF team in Croatia to integrate a child rights approach in its overall work, including programming, fundraising, budgeting, communicating, policy making, etc.

The overall purpose of the training is to increase participants' understanding of critical child rights issues and to build specific knowledge, skills and attitudes regarding children's rights. Specifically, the training should be designed to help UNICEF team in Croatia strengthen understanding and knowledge of child rights and to offer guidance and practical tools to better integrate child rights commitments into different phases and sectors of its work. In addition, UNICEF office in Croatia would like to use this opportunity to strengthen own capacities for conducting similar trainings in future for different national actors, stakeholders, implementing partners, etc.

Consultant will be required to prepare and conduct:

- Basic child rights training;
- Advanced child rights training;
- Training of trainers for smaller selected group of participants.

The basic and advanced child rights trainings should be designed to be conducted over 1.5-2.5 days each, for up to 35 participants of different backgrounds (or - depending on the methods of training – participants could be divided into two smaller groups of up to 20 persons). The ToT should be designed to be conducted over 2-3 days, for a small group of up to 7 participants. The three trainings should be conducted one after another in the proposed order.

At the end of the trainings, participants of the basic training should be able to:

1. Gain a deeper understanding of child rights issues and be sensitised on different prejudice and stereotypes, specifically regarding the rights of the vulnerable groups of children.
2. Explain the importance of a child-rights based approach in their work.

At the end of the trainings, participants of the advanced training should be able to:

1. Implement a child-rights based approach to analyse and assess structural, social, and underlying causes and patterns of discrimination and inequities and use this analysis to:
 - a. inform their work and the work of their partners;
 - b. identify actions that address those factors and determinants;
 - c. identify those responsible for implementing identified actions.
2. Be able to describe at least three changes they can implement to better incorporate a child-rights perspective to different aspects of their work in the interest of advancing child rights in the country.

Training of trainers should strengthen facilitation skills and tools needed to conduct similar trainings in future for national actors and partners.

Specific assignment and methodology

It is estimated that a team comprising of up to two highly experienced/professional trainers will be needed for the following major tasks.

Trainers are expected to perform following activities:

1. Develop interactive and detailed training modules/training session plan and all accompanying background material for the delivery of training workshops on the child rights for:
 - a) Basic child rights training for up to 35 participants;
 - b) Advanced child rights training for up to 35 participants;
 - c) Training of trainers (TOT) for up to 7 participants.
2. The training should include components on protection of child rights, overview and definition of vulnerability, effects of violence, abuse and discrimination on children, short and long term consequences (educational achievements, productivity, mental and psychological health), discrimination against vulnerable groups, etc. Training should be focused on building knowledge, skills and changing attitudes.
3. Deliver 1.5-2.5 day basic training to interested UNICEF staff in Croatia on child rights, their protection and raising awareness activities.
4. Deliver 1.5-2.5 day advanced training to interested UNICEF staff in Croatia.
5. Deliver 2-3 day TOT for interested and selected UNICEF staff in Croatia.
6. Develop a detailed evaluation of the modules/workshop(s) by the participants so that the workshop/training materials can be improved/finalized according to the participant feedback.
7. Prepare training workshop report with recommendations.

Trainers are expected to use the following methodology:

- Participatory approach
- Role play and scenario based
- Group work and discussion
- Training tools will be provided to participants in electronic format. This will include:
 - Copies of the training modules (including: outline of learning objectives, activities, handouts and exercises)
 - PowerPoint presentations
 - Essential reference and background material (including manuals on relevant subject areas, guidance documents).

In carrying out all activities trainers will pay particular attention to ensure human-rights based approach, equity focus and gender sensitivity.

Major tasks to be accomplished

Under the supervision of the Head of Office/Programme Officer, trainers are expected to accomplish following major tasks:

- Prepare training plan, agenda, materials and evaluation templates for the workshop.
- Facilitate and deliver the training sessions.
- Prepare final training workshop report with recommendations.

Please note that individual tasks for each consultant as well as estimated number of working days, will be separately defined within the Consultants' Contract (according to their offer and negotiated final agreement on the content and deliverables).

Proposed deliverables, period and duration of consultancy

The duration of the consultancy will be defined based on the offer, negotiated terms and will be specified in the contract. Specific dates should be proposed by the trainer(s). Consultancy will include

- days for preparation and development of training agenda, modules and handouts (see below deliverables for Phase 1) – work from home;
- days for consultations; finalization of the training/workshop materials, agenda, detailed modules and handouts and preparation of final report (see below deliverables for Phase 1 and 2) – work from home and online communication with the Office;
- on the spot delivery of the trainings (see below deliverables for Phase 2) – work in Croatia;
- finalization of all training materials based on the feedback from participants for future use.

The consultants shall deliver the following:

First set of deliverables to be submitted three weeks prior to commencement of the workshop (Phase 1):

- Overall training plan and justification of the methodology and duration (and inter-disciplinary approach)
- Detailed agenda for the 1.5-2.5 day basic and advanced trainings and 2-3 days TOT;
- Training modules and handout materials for participants;
- Power point presentations, flipcharts, videos, forms, exercises, etc. for training sessions;
- Background reading material for the participants;
- Developed evaluation-templates (questions) for gathering feedback from participants regarding the training modules/workshop.

Following the review of the first set of deliverables by the CO and based on the satisfactory delivery, the consultants will provide a second set of deliverables (Phase 2):

- Facilitation and delivery of the training session;
- Incorporation of the feedback from participants in the final version of the training materials;
- Training workshop report with recommendations.

All documents should be provided in electronic copies. If the first set of deliverables will not be satisfactory, UNICEF has the right to terminate the contract and not engage the consultants for the second phase of the assignment.

Qualifications or specialized knowledge/experience required

UNICEF believes that the following are essential requirements for the trainer(s):

- Advanced degree in social sciences;
- Available to facilitate the workshop in Croatia (up to 8 days in Croatia and additional time for travel)
- Excellent knowledge and understanding of human/child rights issues
- Familiarity with child rights policies and practices in Croatia with an emphasis on rights of minorities, Roma children and children with disabilities
- Fluency in English
- Experience in running training for social workers, community volunteers, UN and/or NGO staff
- Demonstrated ability to use participatory training methodologies
- NGO/ Social work experience/background
- Experience in working with children, programming on children's issues, including education or child protection, and/or working in a child-rights based organization
- Experience in conducting similar workshops (offer should include references)

Official travel involved

The training will be conducted in Croatia.

Trainer(s) are expected to organize and participate at meetings with different professionals from UNICEF regarding training preparation and implementation. All travels should be foreseen in the work plan. Any additional travel arrangements should be agreed and approved by UNICEF Office. Trainer(s) are expected to use the most economic mode of transportation which complies with UNICEF's general policy of cost-effective agency.

Terms of Payment

Consultant/trainer's fee should be based on the required performance level, as well as common market rates for similar tasks. Consultants (up to two team members) will be paid in following three allotments:

- 20% upon delivery of training documents and materials
- 40% upon facilitated training
- 40% upon submitted final report

Additional consultants, if engaged, will be paid upon delivering his/her consultancy service.

Approval procedures and logistics

- UNICEF will share with the selected consultant(s) all of the relevant materials it has and provide required expertise.
- UNICEF will review and provide feedback on the first training proposal and drafts of the reports prepared by the consultant.
- UNICEF will provide administrative support for the work of the consultant.
- All information from produced reports cannot be shared with the media without the written approval of UNICEF.

Supervision and assessment of the consultant's work

The consultants will work in close consultation and under the supervision of Head of Office/Programme Officer. The evaluation of the contractor(s)' performance will be based on:

- Quality of produced outputs;

- Compliance with the established timelines;
- Compliance with ethical UNICEF standards related to reporting on children.

UNICEF recourse in the case of unsatisfactory performance

The consultant's fee may be reduced if the assignments/deliverables are not fulfilled to the required standard. In case of serious dissatisfaction with the consultant's performance the contract may be terminated in line with UNICEF procedure in such matters and as set out in Special Service Agreement (SSA). The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period; provided however that in the event of termination on the grounds of misconduct by the consultant, UNICEF shall be entitled to terminate the contract without notice.

5.0 CONTRACTUAL PROCESS

The planned schedule of the RFPS process is as follows: **(by 10:00 AM New York time)**

- Deadline for confirmation of interest: **23rd May 2016**
- Deadline for submission of questions or request for clarification: **19th May 2016**
- Consolidated Q&A will be shared with interested consultants by email: **20th May 2016**
- Closing date/deadline for submission of full and final proposal: **31st May 2016**

6.0 PROCEDURES AND RULES

6.1 Confirmation of receipt and interest in the RFPS: Proposers are requested to confirm the receipt of, and interest in this Request for Proposal for Services to the following UNICEF contact person: IVAN GABAJ by email: igabaj@unicef.org copied to rmlinaric@unicef.org. In your correspondence, please give the full contact name, title, address, telephone, fax number and email address of the individual responsible for handling this RFPS.

6.2 IF THIS REQUEST WAS DELIVERED TO THE WRONG ADDRESS, we request that it be promptly re-directed to the person responsible for this field of activity within your institution. We apologize for any inconvenience.

7.0 RFPS CHANGE POLICY

7.1 Requests for clarifications must be submitted in writing by e-mail to IVAN GABAJ, email: igabaj@unicef.org copied to rmlinaric@unicef.org. Information provided verbally will not be considered a fundamental change and will not alter this RFPS.

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

7.3 Proposals may be withdrawn in writing by e-mail to IVAN GABAJ, email: igabaj@unicef.org copied to rmlinaric@unicef.org prior to the opening time and date. Negligence on the part of the proposer confers no right for the withdrawal of the Proposal after it has been opened.

8.0 RFPS RESPONSE FORMAT

8.1 Electronic submission of proposals

All documentation submitted electronically should clearly indicate the reference number of the Request For Proposal (RFPS-IG-2016-34) in all three distinct sets of documents namely the file(s) making up the Proposal Bid Summary Form, the file(s) making up the Technical Proposal and the files(s) making up the Price Proposal. These files will be listed in the Proposal Bid Summary form.

All electronic bidding documents must be submitted in ENGLISH, in either MS Office (Word, Excel) format or PDF Adobe Acrobat format, and in .zip file protected with password.

The UNICEF reference RFPS-IG-2016-34 and proposer's name must appear in the file name of all submitted electronic bidding documents. For example:

- RFPS-IG-2016-34 -PROPOSER-BidSummary.pdf
- RFPS-IG-2016-34 -PROPOSER-Technical Proposal.pdf
- RFPS-IG-2016-34 -PROPOSER-Price Proposal.pdf
- RFPS-IG-2016-34 -PROPOSER- File Passwords

Proposers should ensure that files submitted as part of their proposals are FREE of viruses, are not corrupted, are in the specified formats, are readable and applicable passwords are correct. Failure to comply with these requirements will invalidate proposals and prevent UNICEF from accepting the entire proposal.

Please note that at any time prior to the deadline for submission of Proposals, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the solicitation documents by amendment, including through provision of supplementary information. Prospective Proposers are therefore advised to check the website www.unicef.hr for any amendments and updates.

When submitted, all file(s) making up the Technical Proposal and all file(s) making up the Price Proposal must be protected with two different passwords (one password for all Technical Proposal files and one password for all Price Proposal files).

The Bid Summary Form should not be password protected and should be signed by the duly authorized representative of the submitting institution.

Passwords for all .zip files shall be submitted on the closing time indicated below in 8.2 to **ROBERT MLINARIC** by email: rmlinaric@unicef.org. These passwords should not be sent to any other recipient.

Proposals received in any other manner will be **INVALIDATED**. Please be informed that submissions can be sent in batches not to exceed UNICEF's email size quota of **five (5) megabytes**.

8.2 A full technical password protected proposal should be submitted in **ENGLISH** and must be received no later than **31st May 2016 by 10:00 AM New York time**. Prices or rates shall not appear in any part of the technical proposal.

8.3 The Price Proposal must be submitted in separate file and email and should be submitted in **ENGLISH** and must be received no later than **31st May 2016 by 10:00 AM New York time**.

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

8.5 The proposer must provide sufficient information in the proposal to address each area of the Evaluation matrix contained in **THE TERMS OF REFERENCE/ Annex I** to allow the evaluation team to make a comparable assessment of the proposers and their proposals.

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

9.0 CONFIDENTIAL INFORMATION

9.1 Information which Proposers consider confidential or proprietary must be marked clearly as such next to the relevant part of the text, and UNICEF will then treat such information in confidence.

10.0 RIGHTS OF UNICEF

10.1 UNICEF reserves the right to **INVALIDATE** any Proposal for reasons mentioned above, or, unless otherwise specified by UNICEF or by the Proposer, to accept any item in the Proposal.

10.2 UNICEF reserves the right to INVALIDATE any Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the work.

10.3 UNICEF also reserves the right to negotiate with the Proposer(s) who have submitted the most responsive evaluated proposals.

10.4 UNICEF shall not be held responsible for any cost incurred by the Proposers in preparing the response to this Request for Proposal for Services. This RFPS, along with any inquiries and responses thereto, and the proposals shall be considered the property of UNICEF and the proposals will not be returned to their originators.

11.0 PROPOSAL OPENING

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

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 COMMERCIAL/PRICE PROPOSAL

2.1 The following commercial criteria must be outlined in the commercial 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 proposer

3.0 PROPOSAL EVALUATION PROCESS AND METHOD

3.1 UNICEF will set up an evaluation/selection team composed of technical and contracting representatives. 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 RFPS. Mandatory requirements are indicated throughout this RFPS 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 RFPS, 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 for any service category, 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 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 Annex A and in this RFPS.

3.7 The maximum number of points for each service category will be allotted to the lowest price proposal (expressed as a non-weighted average of applicable personnel fees required for that category) 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.:

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

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

3.8 At this point, the most favourable 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.

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

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

The proposal shall include, as a minimum:

1. REQUEST FOR PROPOSAL FOR SERVICES FORM

- 1.1. The completed and signed proposal form must be submitted together with proposal.

2. TECHNICAL PROPOSAL containing :

The technical proposal shall not contain any price information.

The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its statement of work, terms of reference and paragraph 1.10 of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

- 2.1. Statement by the legal representative of the company/institution indicating the acceptance of conditions established in the Technical Specification, RFPS and their annexes, attachments.
- 2.2. Summary of corporate/institutions business area or academic structure
- 2.3. Detailed offer, expanding the outline provided in technical specification, and including key assumptions and requirements
- 2.4. Composition of Team, CV/Résumés of all team members, highlighting experience relevant to this area, certificates.

Name of the staff	Position	Years of Experience	Educational background	Expertise areas/ specialist knowledge

- 2.5. Contact information of references which similar services were submitted including the specific name of the job and any other explanatory information which the job and any other explanatory information which the supplier thinks relevant to the service subject to this RFP. Commencement and completion of date of contract and its value.
- 2.6. Work plan, showing tasks, timelines and allocation of work to team members.
- 2.7. Contact details of at least two references from among recent employers or client, for whom the proposer has carried out similar scope of work.
- 2.8. Any other information that the bidder considers relevant and/or complementary to her/his proposal.

3. FINANCIAL PROPOSAL (to be submitted in separate email):

Offer will correspond to the values of required equipment specified in the Technical Specification. The bidder should attach a detailed breakdown of the budget by line. Every charge, cost, value or similar must be given and detailed in HRK, excluding the Value Added Tax (VAT) as UNICEF is exempt from VAT.

- 3.1. Unit and total prices for each component
- 3.2. Duration of work for each team member.
- 3.3. Cost of travel/delivery, etc.
- 3.4. Overhead, general and administrative expenses.
- 3.5. Miscellaneous expenses.

C. COMMERCIAL PROVISIONS

1.0 PERFORMANCE

The resulting Institutional/Corporate Contract will define all applicable authorities related to this engagement. UNICEF will, together with the selected contractor(s), determine the criteria for fulfilment of the contract.

2.0 PROPERTY OF UNICEF

This Request for Proposal for Services, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

3.0 MOST FAVOURED PRICING

3.1 The rates quoted by the successful proposer shall be locked in for the duration of the resulting LTA. However, if at any time during the validity period of any resulting LTA, the successful proposer offers to provide services as defined herein at a price/rate lower than the price/rate(s) effective under the LTA to any 3rd party, the supplier shall thereafter offer the same price/rate(s) to UNICEF under the LTA.

3.2 The successful proposer is obligated to advise UNICEF, without any delay, in the event that any lower pricing/rate (s) is offered to any 3rd party.

3.3 In the event that the successful proposer fails to notify UNICEF and reduce its price(s) accordingly, UNICEF reserves the right to, with immediate effect, terminate the LTA.

3.4 Proposers are requested to provide prices in US Dollar. Failure to quote in US Dollar will invalidate the proposer.

3.5 Proposers are requested to confirm any discounts applicable to their proposals.

3.6 Proposers are requested to confirm any further discounts available for payment before UNICEF standard payment terms i.e. net 30 days.

4.0 VALIDITY OF PROPOSALS

4.1 Proposals should be valid for a period of not less than 90 days after proposal opening, unless otherwise specified in the Specific Terms and Conditions. Proposers are requested to indicate the validity period of their proposal, as UNICEF may issue contracts against the most responsive evaluated proposal if requests for identical services are received from our offices/divisions during the proposal validity period. UNICEF may also request the validity period to be extended.

5.0 UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

5.1 The UNICEF General Terms and Conditions for Institutional/Corporate Contracts included in this RFPS will form part of any resulting contract.

6.0 FULL RIGHT TO USE AND SELL

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

7.0 REFERENCES

7.1 The proposer is requested to provide the name of at least three (3) clients to whom it provides similar services. UNICEF reserves the right to contact these references, without notifying the proposer.

8.0 PROPOSER'S REPRESENTATIONS

8.1 The proposer represents and warrants that it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform his or her obligations under any resulting Contract.

9.0 ERROR IN PROPOSAL

9.1 Proposers are expected to examine all Schedules and all Instructions pertaining to the work or Proposal. Failure to do so will be at proposers own risk. In case of errors in the extension price, unit price shall govern.

10.0 AWARD / ADJUDICATION OF PROPOSALS

10.1 The LTA will be awarded to the Proposer(s) offering the most responsive evaluated proposal and whose services are commercially, technically acceptable, and whose Proposal is in compliance with all Instructions, Specific Terms and Conditions, Special Notes and General Terms and Conditions contained in the RFPS, providing the Proposal is reasonable and it is in the interest of UNICEF to accept it.

10.2 UNICEF reserves the right to make multiple arrangements for any item(s)/services where, in the opinion of UNICEF, the most responsive evaluated Proposer cannot fully meet the requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the most responsive, second most responsive and third most responsive, etc. evaluated proposal which meets all the requirements stated in the RFPS document.

10.3 In case of an award, Proposers who have not previously received Institutional/Corporate Contracts from UNICEF may receive an Institutional/Corporate Contract for a limited service / period until satisfactory performance is established.

11.0 SUPPLIER REGISTRATION

11.1 Proposers are required to register with UNICEF via UNGM before an award can be made. Registration instructions to UNGM are found in its website: <http://www.ungm.org>.

11.2 Proposers must have juridical personality and need to present a copy of certificate of incorporation before a contract is awarded.

D. GENERAL PROVISIONS

1.0 GENERAL SERVICES ADMINISTRATION (GSA) FOR USA VENDORS ONLY

1.1 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 any LTA 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 services or for 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 services pursuant to 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 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) 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. unicef

7.0 CORRUPT AND FRAUDULENT PRACTICES

7.1 UNICEF requires that all contractors associated with this LTA 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 anything 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 SPECIAL TERMS AND CONDITIONS

1. UNETHICAL BEHAVIOUR

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

2. CORRUPT AND FRAUDULENT PRACTICES

UNICEF requires that all bidders associated with this Invitation to Bid/Request for Proposal 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 anything 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 bidders (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 have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a bidder 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.

3. GUIDELINES ON GIFTS AND HOSPITALITY

Bidders 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.

4. LATE DELIVERY

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

5. RIGHTS OF UNICEF

In case of failure by the Contractor to perform under the terms and conditions of this Contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;
- (b) refuse to accept delivery of all or part of the services;
- (c) terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF;
- (d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deducts 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/ CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

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

2. DELIVERY DATE

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

3. PAYMENT TERMS

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

4. LIMITATION OF EXPENDITURE

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

to incorporation in the work.

5. TAX EXEMPTION

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

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

6. LEGAL STATUS.

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

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

8. INDEMNIFICATION

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

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in

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

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

10. SOURCE OF INSTRUCTIONS

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

11. ENCUMBRANCES/LIENS

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

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

14. CONFIDENTIAL NATURE OF DOCUMENTS

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

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

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

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

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

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

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

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

contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

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

17. SUB-CONTRACTING

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

18. ASSIGNMENT AND INSOLVENCY

1. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.
2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

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

20. OFFICIALS NOT TO BENEFIT

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

21. PROHIBITION ON ADVERTISING

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

22. SETTLEMENT OF DISPUTES

Amicable Settlement

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

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination

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

23. PRIVILEGES AND IMMUNITIES

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

24. CHILD LABOUR

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

25. ANTI-PERSONNEL MINES

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

26. AUTHORITY TO MODIFY

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

27. REPLACEMENT OF PERSONNEL

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

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

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

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during

negotiations.

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

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