

**REQUEST FOR PROPOSAL FOR SERVICES**

**RFPS-9138573**

**27 March 2018**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

**Wishes to invite eligible firm to submit a proposal for:**

Development of the branding package and communication materials for the mass media, community engagement, and Interactive Communication Technologies components of the 'Cambodia PROTECT: Communication Strategy to End Violence against Children and Unnecessary Family Separation', and design and delivery of a training of trainers for the community engagement component.

**THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:**

**Prepared By:**



**Date:** 27 March 2018

Sok Keang, Supply Officer

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

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

**Approved by:**



**Date:** 27 March 2018

Ismail Kamil, Chief of Operation

**REQUEST FOR PROPOSAL FOR SERVICES**

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 in writing to the attention of the persons who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS-9138573 set out in the attached document, hereby offers to execute the services specified in this document.

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

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

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

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

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

Tel/Cell Nos: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

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

Validity of Offer: \_\_\_\_\_  
(must be min.120 days)

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 \_\_\_\_\_

## PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

### 1. BACKGROUND

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

### 2. SOLICITATION

2.1 The purpose of this Request for Proposals for Services (“RFPS”) is to invite proposals for Development of the branding package and communication materials for the mass media, community engagement, and Interactive Communication Technologies components of the ‘Cambodia PROTECT: Communication Strategy to End Violence against Children and Unnecessary Family Separation’, and design and delivery of a training of trainers for the community engagement component. Terms of Reference attached at Annex B.

2.2 This RFPS document is comprised of the following:

- This document;
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document;
- The full Terms of Reference attached at Annex B; and
- Instruction to Proposers at Annex C.

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

## PART II – PROPOSAL SUBMISSION PROCESS

### 1. PROPOSAL SUBMISSION SCHEDULE

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by email to Keang SOK at [phnompenhsupply@unicef.org](mailto:phnompenhsupply@unicef.org) that they have received this RFPS.

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

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by email to Keang SOK at [phnompenhsupply@unicef.org](mailto:phnompenhsupply@unicef.org) The deadline for receipt of any questions by latest 5:00 pm Cambodia local time on **Friday 06, April 2018**. Only written enquiries will be entertained. If the query is of common interest, the question and answer will be made public by **10 April 2018** on the UNICEF Cambodia website under following link:

[https://www.unicef.org/cambodia/overview\\_17867.html](https://www.unicef.org/cambodia/overview_17867.html)

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

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

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

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and respond by email.

- 1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available email, amendments will also be sent by email. Further, all prospective Proposers that have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.
- 1.4 Bid conference. A video conference call shall be held on Thursday, 5th April 2018 from 3 to 4 PM Cambodia local time to brief bidders on the requirement of the Request for Proposal as well as to provide the clarification on specific questions provided in advance from bidders. Interest bidders are required to submit their email address to [phnompenhsupply@unicef.org](mailto:phnompenhsupply@unicef.org) for their interest to joint this bid conference by **COB 03 April 2018**. UNICEF shall provide the required link for the call to bidders.
- 1.5 Submission Deadline. The deadline for submission of proposals must be by latest 10 am Cambodia local time on **Wednesday 25, April 2018** and will be opened at the same day at 10.30 AM. Any proposals received by UNICEF after the Submission Deadline will be rejected.
- 1.6 Proposal Opening. There will not be a public opening of this RFP. The Technical Proposals will be opened by an internal UNICEF bidding committee at the opening date mentioned above.

## **2. LANGUAGE**

- 2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in English. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in English. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.

## **3. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL**

- 3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.
- 3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal, or state the changes from the original Proposal.
- 3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.
- 3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.
- 3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

#### **4. ELIGIBILITY; PROPOSER INFORMATION**

- 4.1 Proposer. The term "Proposer" refers to those companies that submit a proposal pursuant to this RFPS and "Proposal" refers to all the documents provided by the Proposer in its response to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.
- 4.2 Joint Venture, Consortium or Association.
- (a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity will confirm in their joint Proposal that:
- (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and
- (ii) if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.
- (b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

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

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

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

## 5. PREPARATION OF OFFER

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

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

Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this RFPS or any other information provided to the Proposers.

5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.

5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is

not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.

- 5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.
- 5.5 Proposals must be securely sealed in suitable envelopes and dispatched to arrive at the UNICEF Cambodia office no later than the bid closing time and date. The envelopes must be clearly marked as per guidelines provided under Instructions to Proposer Annex C.
- 5.6 The completed and signed Request for Proposal for Services Form must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.
- 5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.
- 5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**
- 5.9 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.
- 5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.
- 5.11 The Proposer's Proposal will include all of the following labelled annexes: not available

## 6. PROPOSAL DOCUMENTS; CONFIDENTIALITY

- 6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.
- 6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.
- 6.3 All information and documents provided to the Proposers by UNICEF ("RFPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such RFPS Materials to UNICEF, or destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other



than the purpose of preparing a Proposal and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

## 7. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS

- 7.1 Proposers shall not submit more than one Proposal as part of this RFPS process.
- 7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.
- 7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:
- (a) they have at least one controlling partner, director or shareholder in common; or
  - (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
  - (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
  - (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
  - (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

## PART III –AWARD/ADJUDICATION OF PROPSALS

### 1. AWARD

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

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

- *First*, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.
- *Second*, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.

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

## 1.2 Proposal Evaluation Approach.

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

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

- a) Technical Evaluation: Maximum 70 points

### **Experience of Company/Institution and Key Personnel: Maximum 20 points**

#### **1 Range and depth of experience with similar projects (reference to similar contracts): Maximum 5 points:**

- Information on similar activities having been undertaken by the company, institution or team of individuals going to be involved in this contract
- Recent and current contracts with similar agencies (UN, NGOs)

#### **2 Team leader (relevant experience, qualifications, and certifications): Maximum 10 points:**

- Advanced university degree in social welfare, children's rights, child protection, communications, social norms, behavioral change or related fields.
- At least eight years of work experience of developing communication materials through a participatory process.
- Professional experience in delivering high-quality communication materials in the field of child protection or similar, and preferably in South East Asia
- Experience as team leader or project manager
- Experience in delivering training and/or training and mentoring junior trainers
- Quality of written sample
- Qualifications/certificates

#### **3 Other key personnel (relevant experience, qualifications, and certifications): Maximum 05 points**

- Numbers and respective years of relevant professional experience in working with rural communities to develop communication materials
- Relevant technical expertise in producing branding packages and communication materials for behavior change campaigns
- Qualifications/certificates

### **Proposed Methodology and Approach: Maximum 50 points**

#### **1. Relevance and quality of proposed creative ideas for branding materials: Maximum 30 points**

- Relevance and quality of proposed campaign name(s)
- Relevance and quality of proposed logo(s)
- Relevance and quality of proposed tagline(s)

**2. Work plan and timeframe:** Maximum 15 points

- Relevance and quality of the proposed work plan
- Adherence of the proposed timeframe and work plan to the ToR
- Adherence to all the milestones outlined in the ToR

**3. Potential constraints considered:** Maximum 5 points

- At least 2 considerations outlined
- Description of the process and procedures to deal/mitigate these constraints
- Reference to additional resources which can be made available for this contract

**Only Proposals which receive a minimum of 55 points will be considered further.**

b) Price Proposal (commercial evaluation)

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

Score for price proposal X = (Max. score for price proposal 30 points) \* Price of lowest priced proposal / Price of proposal X

Total obtainable Technical and Price points: 100

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

- 1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.
- 1.4 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal.
- 1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the contract(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

**2. GENERAL TERMS AND CONDITIONS OF CONTRACT (SERVICES)**

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

**3. RIGHTS OF UNICEF**

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

#### **PART IV – REQUIREMENTS**

##### **1. PRICE AND PAYMENT**

- 1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.
- 1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.
- The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.
- 1.3 Currency. (a) The currency of the Proposal shall be in US Dollars. UNICEF will reject any proposals submitted in another currency.
- (b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.
- 1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except

charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFPS documents.

## 2. IMPLEMENTATION

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

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

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

- (a) The key experts proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.
- (b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the RFPS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and

- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

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

### **3. LIQUIDATED DAMAGES**

- 3.1 Liquidated damages. Any contracts awarded in connection with this RFPS will include the following clause on liquidated damages:

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

## **PART V – PROPOSER REPRESENTATIONS**

### **1. PRICE – MOST FAVOURED CUSTOMER**

- 1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer’s affiliates). If at any time during the term of any contract resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer’s affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fee and related pricing terms under the contract to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

### **2. GENERAL REPRESENTATIONS**

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

- 2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person’s

rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

- 2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.
- 2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.
- 2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trademark.
- 2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.
- 2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.
- 2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.
- 2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this RFPS and the results of the evaluation process.

### 3. ETHICAL STANDARDS

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

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

- 3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.
- 3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.
- 3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in

connection with this RFPs including the award of the contract to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

- 3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:
- (a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.
  - (b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
- 3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.
- 3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html). In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.
- 3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://www.ungm.org)).
- 3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with



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

- 3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.
- 3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.
- 3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

#### **4. AUDIT**

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

## ANNEX A

### GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

#### DEFINITIONS AND UNICEF SUPPLY WEBSITE

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

“Affiliates” means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

“Confidential Information” means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

“Contract” means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

“Contractor” means the contractor named in the Contract.

“Deliverables” means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

“Disabling Code” means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

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

“Fee” is defined in Article 3.1.

“Host Government” means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

Contractor’s “Key Personnel” are: (i) 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; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

“Parties” means the Contractor and UNICEF together and a “Party” means each of the Contractor and UNICEF.

Contractor’s “Personnel” means the Contractor’s officials, employees, agents, individual sub-contractors and other representatives.

“Security Incident” means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF’s Confidential Information or weaken or impair UNICEF’s operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data

that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

“Services” means the services specified in the relevant section of the Contract.

“UNICEF Data” means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF’s and/or End Users’ use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

“UNICEF Supply Website” means UNICEF’s public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF’s Policy Prohibiting and Combatting Fraud and Corruption, the UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF’s Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

**2. PROVISION OF SERVICES AND DELIVERABLES; CONTRACTOR’S PERSONNEL; SUB-CONTRACTORS**

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF’s satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the

Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will, and will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF’s security and other regulations and instructions for such access and use, including, but not limited to, UNICEF’s information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF’s premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and

remedies, UNICEF can, at its option:

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (*Ethical Standards*) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified,

reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the 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.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors'

personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

### **3. FEE; INVOICING; TAX EXEMPTION; PAYMENT TERMS**

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable

expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be

deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such

payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

#### **4. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; INSURANCE**

##### Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals

providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

#### Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having

received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

#### Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during



the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

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

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

Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

**5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality**

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are

produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information

and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

#### Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the

exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any

application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

#### Service Providers and Sub-Contractors

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

#### End of Contract

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

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

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

### **6. TERMINATION; FORCE MAJEURE**

#### Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

#### Additional Termination Rights of UNICEF

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

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or

work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

#### Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not

include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

## 7. ETHICAL STANDARDS

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

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

UNICEF procurement process in which the Contractor has participated.

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

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website -

www.ungm.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the

Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

## **8. FULL COOPERATION WITH AUDITS AND INVESTIGATIONS**

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment

audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

## **9. Privileges and Immunities; Settlement of Disputes**

**9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.**

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by

any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **10. NOTICES**

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

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

## **11. OTHER PROVISIONS**

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

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

or of any future violation, breach or wrongful conduct.

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

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

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

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

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

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

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

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.



**ANNEX B**  
TERMS OF REFERENCE FOR INSTITUTIONAL SERVICES  
UNICEF CAMBODIA COUNTRY OFFICE

**Title of Institutional Contract:** Development of the branding package and communication materials for the mass media, community engagement, and Interactive Communication Technologies components of the ‘Cambodia PROTECT: Communication Strategy to End Violence against Children and Unnecessary Family Separation’, and design and delivery of a training of trainers for the community engagement component.

**Requesting Section:** Child Protection

## **I. Background**

In January 2016, *UNICEF and Government of Cambodia Country Programme Action Plan 2016-2018* commenced. A key outcome for child protection is that by 2018, girls and boys vulnerable to and exposed to violence and those separated from their family, or at risk of separation, are increasingly protected by the institutional and legislative frameworks, quality services, and a supportive community environment. The targets are an ambitious 30 per cent reduction in violence and a 30 per cent reduction in the number of children in residential care in five focal provinces.

In 2014, Cambodia launched the findings of the *Cambodia Violence Against Children Survey (CVACS)*. The research was led by the Ministry of Women’s Affairs (MoWA), in collaboration with UNICEF and the US Centre for Disease Control and Prevention (CDC). The CVACS findings highlight that violence is a serious concern in Cambodia with over half of children experiencing at least one form of violence before the age of 18. Furthermore, the CVACS also found evidence of attitudes and perceptions that support the acceptability of violence against children and allow it to persist. Moreover, the *United Nations Study on Violence Against Children (2006)* recommends that countries adopt long-term strategies to protect children from intentional harm, and the CVACS emphasizes the importance of addressing the ‘the social tolerance and cultural norms that legitimise and promote violence against children, including child sexual abuse.’

Despite the government’s alternative care policy, which mandates that institutional care should be a last and temporary solution, there was an increase in the number of children in residential care from 6,254 in 2005 to 26,187 in 2016. Inadequate government regulation and weak monitoring lead to many of the facilities unregistered and out of reach of annual inspections, putting children in these institutions at greater risk of violence, exploitation and neglect. According to *With the Best Intentions...A Study of Attitudes towards Residential Care in Cambodia (2011)*, almost all families with children in residential care said poverty had contributed to their decision to place their children in care. Lack of access to education, social welfare support and the belief that children will receive better care and education in institutions, are major factors that contribute to families placing their children in residential care.

To address violence against children and unnecessary family separation, the Government of Cambodia developed and launched the *Action Plan to Prevent and Respond to Violence Against Children 2017-2021* and the *Action Plan for Improving Child Care with the target of safely returning 30 per cent of children in residential care to their families 2016-2018*. In alignment with these action plans, with support from UNICEF, the MoWA launched and will implement the *Positive Parenting Strategy* with the aim of reducing violence against children and keeping families together. Concurrently, UNICEF partnered with the Ministry of Social Affairs, Veterans and Youth Rehabilitation (MoSVY) and other key line ministries (the MoWA, the Ministry of Interior, the

Ministry of Cult and Religion, and the Ministry of Information), and developed a government-led Communication for Development (C4D) strategy called *PROTECT: Communication Strategy to End Violence and Unnecessary Family Separation in Cambodia 2017-2022*, hereafter referred to as the Cambodia PROTECT Strategy, which complements the positive parenting strategy and other national initiatives to tackle violence against children and unnecessary family separation.

The Cambodia PROTECT Strategy aims to address the social and cultural norms that legitimize violence against children and normalize the belief that residential care facilities are beneficial to a child. The package includes: a desk review report; a conceptual framework; a strategy; a costed implementation plan; and a monitoring and evaluation framework. The strategy is national in scope, with focused implementation in five provinces: Phnom Penh, Kandal, Preah Sihanouk, Battambang and Siem Reap. The Cambodia PROTECT strategy was designed to run from the second half of 2017 to 2022, and has a detailed implementation plan for the first two years (2017 – 2019)<sup>1</sup>.

Four communication approaches are proposed by the Cambodia PROTECT Strategy: mass media; community engagement; interactive communication technologies (ICTs); and advocacy. Within these approaches, a series of communication activities are suggested as essential components of a single package and brand identity.

The Cambodia PROTECT Strategy is being reviewed by the Government of Cambodia and is expected to be approved in 2018. The MoSVY also agreed to establish an inter-ministerial working group to lead and coordinate the implementation, hereafter referred to as the Cambodia PROTECT working group. UNICEF will provide technical support to the MoSVY to define branding, refine communication messages and develop communication materials. In addition, UNICEF strengthened strategic partnership with civil society organizations and donors who will support the implementation of the Strategy nationwide as a part of the Cambodia PROTECT working group.

## II. Purpose and Objectives of the Consultancy/Contract

The **purpose** of this contract is to support implementation of the Cambodia PROTECT Strategy through design of the branding package, development of communication materials for the mass media, community engagement and ICTs components, and design and delivery of a training of trainer for the community engagement component.

All communication materials and activities to be produced under this contract will be a key component of the strategy and will also be useful to support communication planned by the National Committee for Democratic Development (NCDDS) to strengthen the role of sub-national administrations (SNA) in supporting caregivers to practice non-violent interactive care, and prevention of family separation.

The **objectives** of this contract are to:

- Design the branding package of the Cambodia PROTECT strategy with an appropriate name, logo and tagline that will be used across all communication materials, tying them together under a unified brand identity.
- Refine the messages proposed in the Cambodia PROTECT strategy through wider stakeholder consultation to ensure they are locally relevant and culturally sensitive. These messages will be a basis to develop all communication materials.
- Design and produce communication materials identified in the mass media component of the Cambodia PROTECT strategy, including a radio series, TV spots, radio spots and books.

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<sup>1</sup> The timeline will be adjusted in consultation with the Government.

- Design modules and implementation guidelines for the community engagement component of the Cambodia PROTECT strategy, and design and deliver a training of trainers with the designed modules and implementation guidelines.
- Design and implement the ICTs component of the Cambodia PROTECT strategy, including the establishment and management of a website and social media platforms such as Facebook and Youtube, the production of Interactive Voice Response (IVR) and Short Message Service (SMS) messages.

The Cambodia PROTECT package has a **conceptual framework** to guide the development and planning of the strategy, which includes seven elements as follows:

- Promote a culture of zero tolerance
- Recognize specific vulnerabilities
- Orient all duty-bearers and right holders
- Transform attitudes
- Explore options and solutions
- Commit to end violence and family separation
- Take positive action

Based on these seven elements of the framework, detailed communication objectives are proposed in the Cambodia PROTECT strategy. It is expected that these seven elements and communication objectives will inform proposed messages and materials.

**Communication Participants (audiences)** for the Cambodia PROTECT strategy are as follows:

1. Primary participants: Children and their parents or caregivers.
2. Secondary participants: Influential community members which include both formal and informal community influential, and in this context refer to key duty-bearers such as teachers, religious leaders, village and commune chiefs and Commune Committees for Women and Children (CCWC).
3. Tertiary participants: Service providers (health, education, justice and child protection), policy makers, judiciary and the media.

### III. Work Assignments

#### **Branding and Message development**

The Cambodia PROTECT strategy identifies a set of key messages directed at each communication participant group and intended to respond to pre-defined communication objectives. It is expected that all communication messages, materials and activities be framed and developed under a single brand identity which the contracted agency will develop with the participation of relevant stakeholders, including representatives from the communication participant groups. The key messages proposed by the Cambodia PROTECT strategy will then be framed by the selected agency around the chosen brand identity and refined via a consultative workshop with stakeholders at national and sub-national levels, to ensure that they are culturally relevant, contextually appropriate and appealing to the communication participants.

#### **Material development**

Guided by the brand identity and key messages, the contracted agency will develop a series of multi-media materials as outlined in the Cambodia PROTECT strategy. This will include materials for the components of mass media, community engagement and ICTs. More details can be found in the “Details work assignments” section of this Terms of Reference (ToR).

All materials to be produced for the Cambodia PROTECT Strategy are expected to be of high quality, low-literacy friendly and culturally sensitive, and include perspectives of communication participants. All materials must be visually representative and inclusive of all genders, all ages and a variety of people living in Cambodia, including people with disability. The selected agency will be required to use a participatory, human rights-based approach to material development, seeking from relevant community members and children themselves, including vulnerable groups.

### **Pre-test messages and materials**

All products including a brand, a logo, a tagline, messages and materials for the components of mass media, community engagement and ICTs will need to be pre-tested with selected communication participants. It is recommended that pre-tests be sub-contracted to an external agency with prior approval from UNICEF to ensure independent assessment. The cost for pre-tests will need to be covered under the financial proposal of this ToR. It is also suggested that both a UNICEF staff member and a representative of the Cambodia PROTECT Working Group be present at each pre-test in order to limit potential bias.

An external agency for pre-testing should develop tools to assess: (1) the level of understanding of messages and materials; (2) the level of cultural acceptability of messages and materials; (3) the appreciation of visuals and graphics; and (4) if and how a brand name, tag line and logo resonate with the intended audience. It is suggested that Focus Group Discussions (FGD) be included as one of the tools to pre-test each material. The detailed methodology and communication participants for each pre-test will be identified by the selected agency in consultation with UNICEF, the Cambodia PROTECT working group and an external agency for pre-testing.

A written report for each pre-test will need to be submitted to UNICEF by the selected agency with support from the third party, elaborating on key findings and recommendations about selected branding designs, messages and materials.

### **Approval process**

All messages, designs and materials are subject to final approval from UNICEF. The approval by UNICEF requires agreement from the Cambodia PROTECT Working Group, which includes stakeholders from relevant ministries and partners. UNICEF will take the lead in obtaining agreement with technical support from the selected agency including presenting products to the Cambodia PROTECT Working Group with POWER POINT.

**Detailed work assignments** are as follows:

#### **1. Preparatory work**

As preparatory work, the selected agency will:

- a) Review the Cambodia PROTECT Strategy package and conduct consultations with UNICEF and partners (government and NGOs) to gain a deeper understanding about violence against children and alternative care in Cambodia.
- b) Develop a detailed work plan indicating activities with a specific timeline to complete all work assignments and summarizing the key findings of literature review and stakeholder consultations. The work plan should also propose the key steps in the approval process for the branding, messages and materials.

#### **2. Campaign branding and message development**

Based on the seven elements of a conceptual framework, the communication objectives and messages proposed in the Cambodia PROTECT strategy, the selected agency will:

- a) Provide technical support to the Cambodia PROTECT Working Group and UNICEF to prepare for and conduct a branding and message development workshop. This workshop aims to define a brand identity that will represent the campaign throughout the course of the implementation, and to refine

culturally appropriate key messages that could be used consistently across various agencies and partners. Options of brand names, logos, taglines and key messages will be developed by the selected agency prior to the workshop. The participants for the workshop will be identified by UNICEF in consultation with the Cambodia PROTECT Working Group with technical support from the selected agency, which includes representatives from the five priority provinces. The workshop should also be used as a platform to identify brand ambassadors, celebrities and champions that can be the faces of the campaign and help with all communication efforts. Related costs for organizing the workshop will be covered by UNICEF.

- b) Pre-test key messages and a brand identity including a brand name, logo and tagline and brand ambassadors, celebrities and champions with communication participants.
- c) Revise a package of a brand name, logo and tagline and messages based on the feedback from a workshop and a pre-test. This package will be presented to the Cambodia PROTECT working group for agreement.
- d) Finalize and deliver a package of the final products.

### **3. Mass media**

Under the chosen brand identity and guided by the final key messages, the selected agency will develop and produce the following materials:

- a) 25 radio episodes of a radio series (each episode is for between 30 and 40 minutes).
- b) 2 TV spots (Each spot can be between 45 and 60 seconds) which feature popular figures such as celebrities, religious leaders, community heroes and influential or national leaders endorsing their commitment and support to end violence against children and unnecessary family separation.
- c) 2 radio spots (Each spot can be between 45 and 60 seconds) adapted from these 2 TV spots.
- d) 1 illustrated storybook targeting infants, toddlers, pre-school and school-aged children from grade 1 to 3 that can be read by parents to children and by children to children. The storybook should tell an educational story while engaging children through illustrations and photographs of children just like themselves. It is expected that the storybook would offer positive role models and practical suggestions on how to provide love, safety, security and positive parenting and discipline.
- e) 1 comic book targeting school-aged children and adolescents focusing on specific themes on child protection, child rights, violence against children or unnecessary family separation such as bullying, sexual abuse and protective behaviours. Themes should be selected by the selected agency in consultation with the Cambodia PROTECT working group and UNICEF.
- f) Other materials including 1 calendar poster, 1 palm-sized sticker, 1 rubber bracelet, 1 banner, 1 billboard, 1 T-shirt, and 1 cap. All materials need to feature campaign messages, logo and tagline and other information suggested by UNICEF and the Cambodia PROTECT working group.

Note: Media placement of the radio series, TV and radio spots do not fall under this ToR, and will be managed by another agency.

### **4. Community engagement**

The community engagement component aims to engage communication participants in a series of activities that will foster participation, generate dialogues and build skills and confidence to bring about changes in their perceptions on violence against children and unnecessary family separation. Activities and materials under this component will have the same brand identity as those under the mass media component to ensure message reinforcement and continuity.

Key activities proposed in the Cambodia PROTECT strategy are: (1) Orientations to the community influential; (2) Community child clubs; (3) School-based child clubs; (4) Parent Support Groups; (5) A local special event day; and (6) Community outreach activities to engage men. The details of each activity are available in the Cambodia PROTECT Strategy.

For the community engagement component, the selected agency will produce two deliverables:

The first deliverable for the community engagement component involves:

- a) Develop and produce a total of six implementation guidelines for each community engagement activity which provide detailed guidance for implementation of each activity and include the roles and responsibilities of the key duty bearers in the strategy.
- a) Develop a complete package of well-presented materials for the six community engagement activities. A package includes but is not limited to CDs with various episodes of the radio series produced for the mass media component, a discussion guide, a set of discussion questions and follow-up activities that can enhance engagement of communication participants in the activities.
- b) An external agency will pre-test all materials with the agreed-upon implementation guidelines for the six community engagement activities. Based on the results of the pre-test, the selected agency will finalize materials.
- c) Develop, deliver and document one clear training-of-trainers package for the six community engagement activities. A training of trainers aims to provide identified key duty bearers with guidance on how to use the implementation guidelines and its accompanying materials produced under the first deliverable. This ToT package should include an implementation plan with specific timelines, a mentoring and supervision strategy for ongoing quality assurance, and a capacity building plan to equip selected community members to use the community engagement packages with relevant communication participants.

The second deliverable for this community engagement component involves:

- a) Deliver training-of-trainers sessions. Upon its completion, a training report will be submitted, which will include key recommendations for follow-up and quality assurance of community engagement activities.

Note: Fee for developing implementation guidelines, a package of materials and a training-of-trainers package, and delivering training-of-trainers sessions should be included as part of a financial proposal. The cost for organizing training-of-trainers sessions including the fees for venue and refreshment, and travel allowance for participants will be covered separately by UNICEF.

## **5. Interactive Communication Technologies (ICTs)**

The selected agency will:

- a) Set up and manage the Cambodia PROTECT campaign website and social media platform including Facebook and Youtube in a creative and innovative manner facilitating interactive discussions on violence against children and unnecessary family separation. On top of featuring the Cambodia PROTECT campaign, the website should also be a clearing house for key child protection documents: the Cambodia Violence Against Children Survey 2013, the mapping of residential care facilities in Cambodia, etc. All relevant documents would be provided to the selected agency for uploading on the website by UNICEF Cambodia. Social media platform should be managed during the contract period in alignment with the mass media and community engagement components and should all fall under the same brand identity. The cost for the management should be included in a financial proposal for this contract. Towards the end of the contract period, it is anticipated that the management of the website and the social media platform will be handed over to an NGO partner appointed by UNICEF Cambodia. The selected agency is expected to work with the appointed NGO partner and provide technical support for handing over the management roles of the platforms to the NGO partner.
- b) Produce IVR and SMS messages, pre-test, and finalize the messages. Provide technical support to UNICEF to negotiate with Information Communication Technology and mobile companies for disseminating IVR and SMS messages to the selected communication participants.

#### **IV. Deliverables**

The expected deliverables with the estimated timelines are as follows:

**1. Delivery of a finalized work plan (15 working days/3 weeks)**

A detailed work plan will be developed, finalized and delivered to UNICEF based on comprehensive literature review, and consultations with UNICEF, the Cambodia PROTECT working group and other stakeholders. The work plan includes, but is not limited to: i) the summary of key findings from stakeholder consultations; ii) confirmation of the scope of work including purposes and objectives; iii) detailed descriptions of each task with a specific timeline based on work assignments and deliverables prescribed in this ToR (any adjustments can be proposed at this stage if necessary); iv) proposed methodology and communication participants for each pre-test; and v) proposed steps in the approval process for a brand identity, messages and materials for the components of mass media, community engagement and ICTs. The work plan will be 10-15 pages in length.

**2. Delivery of a campaign name, logo, tagline and key messages (25 working days/5 weeks)**

Provide technical support to organize a branding and message development workshop with multiple stakeholders at national and sub-national levels to define a brand identity and refine key messages so that they are creative and culturally and contextually appropriate. A total of three different options for the campaign name, logo and tagline, and the revised creative key messages will be selected resulting from the workshop and will be pre-tested with communication participants. The finalized package will include a brand identity (logo, name and tagline) in high quality printing format, a set of key messages, and a summary of the process on how these were developed and finalized (including the results of a workshop and pre-test). Options would be presented to the Cambodia PROTECT Working Group for agreement.

**3. Delivery of broadcast-ready/printing-ready versions of all identified materials under the mass media component (40 working days/16 weeks)**

Following a pre-test and an approval from UNICEF, the package of identified communication materials under the mass media component will be finalized and delivered. The final package will include the summary of the results of each pre-test.

**4. Delivery of implementation guidelines, a package of materials and a training-of-trainers package (12 working days/10 weeks)**

Following a pre-test and an approval from UNICEF, a total of six implementation guidelines and a package of materials for the six community engagement activities will be delivered. The finalized deliverable will include the summary of the results of each pre-test. Following an approval from UNICEF, the training-of-trainers package will be also delivered.

**5. Delivery of training-of-trainers sessions for six community engagement activities (8 working days/ 2 weeks)**

A training of trainers to duty bearers will be delivered as per the defined training plan in the five focused provinces. Upon its completion, a training report will be submitted, which will include key recommendations for follow-up and quality assurance of community engagement activities.

**6. Delivery of the Interactive Communication Technologies (ICTs) component (20 working days/16 weeks)**

Development and management of the ICTs component of the Cambodia PROTECT Strategy includes: the establishment of the Cambodia PROTECT campaign website and social media platform such as Facebook and Youtube; the production of IVR and SMS messages; and the management of the website and social media platform during the contract period to ensure the alignment with the mass media and community engagement components. The finalized deliverable will include: the summary of the results of each pre-test; at least 3 monthly monitoring reports at the end of every month after the establishment of the website and social media

platform, which highlight performances of the website and social media platform such as reach, coverage and successful posts and recommendations for improvement; and practical and specific recommendations on dissemination of IVR and SMS messages to communication participants.

In addition to the above-mentioned five deliverables, other interim products are:

- Minutes of key meetings with UNICEF and the Cambodia PROTECT Working Group; and
- Presentation materials for the meetings with UNICEF and the Cambodia PROTECT Working Group. These may include PowerPoint summaries of work progress and conclusions to that point.

## V. Timeframe

The estimated timeframe for each task and deliverable is presented in the table below:

Tasks and Deliverables	Time Estimate
<b>Deliverable 1: Delivery of a finalized work plan.</b>	<b>3 weeks (April 2018)</b>
Review the Cambodia PROTECT Strategy and conduct consultations with UNICEF, the Cambodia PROTECT working group and other stakeholders (government and NGOs).	Week 1
Develop and submit a detailed work plan to UNICEF.	Week 2
Revise and finalize a detailed work plan based on UNICEF's feedback.	Week 3
<b>Deliverable 2: Delivery of a campaign name, logo, tagline and key messages</b>	<b>5 weeks (April-May 2018)</b>
Based on the key findings from literature review and stakeholder consultations, and in partnership with the Cambodia PROTECT Working Group and UNICEF, develop options of key messages and creative concepts and artworks for a campaign name, logo, and tagline for stakeholder consultations.	Week 4
Provide technical support to the Cambodia PROTECT Working Group and UNICEF to prepare for and conduct a branding and message development workshop and develop and submit a report summarizing key outcomes of the workshop.	Week 5
Based on the results from the workshop, select up to three sets of a strategy name, logo and tagline, and a set of revised key messages. The sub-contractor will pre-test them with intended communication participants, and develop and submit a brief report summarizing the key outcomes of a pre-test.	Week 6
Revise options for a campaign name, logo, tagline and key messages as per feedback from a pre-test, and present the revised options with recommendations and justifications to the Cambodia PROTECT Working Group for agreement.	Week 7
Finalize and deliver a package of branding and messages to.	Week 8
<b>Deliverable 3: Delivery of broadcast- and printing-ready versions of all communication materials for the mass media component</b>	<b>16 weeks (June-September 2018)</b>
Develop options of creative concepts for a radio series, TV spots, radio spots, a storybook, a comic book and other materials described in the	Weeks 9, 10 and 11



section 'IV. Work assignments' of this ToR. Present all creative concepts to the Cambodia PROTECT Working Group for feedback.	
Refine creative concepts and draft storyboards and scripts.	Weeks 12 and 13
The sub-contractor will pre-test storyboards and scripts with communication participants, and develop and submit a brief report summarizing the key outcomes of a pre-test.	Week 14
Revise storyboards and scripts based on the outcomes of a pre-test, and make the second presentation to the Cambodia PROTECT working group for feedback.	Weeks 15 and 16
Finalize storyboards and scripts and produce a radio series, TV spots, radio spots, a storybook, a comic book and other materials.	Weeks 17, 18 and 19
The sub-contractor will pre-test a radio series, TV spots, radio spots, a storybook, a comic book and other materials with communication participants, and develop and submit a brief report summarizing the key outcomes of a pre-test.	Weeks 20 and 21
Revise all communication materials based on the outcomes of a pre-test, and make the third presentation to the Cambodia PROTECT working group for agreement.	Week 22 and 23
Finalize all the products and deliver two sets of ready-to-use versions of the materials to UNICEF.	Week 24
<b>Deliverable 4: Delivery of implementation guidelines, a package of materials and a training-of-trainers package and deliver training-of-trainers sessions for six community engagement activities</b>	<b>10 weeks (June-August 2018)</b>
Develop a total of six implementation guidelines for each community engagement activity. Propose and develop a complete package of well-presented materials for the six community engagement activities. Present the first draft products to the Cambodia PROTECT working group for feedback.	week 9, 10 and 11
The sub-contractor will pre-test all materials with the agreed-upon implementation guidelines with representatives for intended communication participants, and develop and submit a brief report summarizing the key outcomes of a pre-test.	Week 12
Revise all materials and implementation guidelines based on the feedback from the Cambodia PROTECT working group and pre-test outcomes. Present the revised products to the Cambodia PROTECT working group for agreement.	Week 13 and 14
Finalize and deliver a ready-to-use version of materials and implementation guidelines to UNICEF.	Week 15
Develop a clear training-of-trainers package and present a draft package to the Cambodia PROTECT working group for feedback.	Week 16 and 17
Finalize and deliver the training-of-trainers package to UNICEF.	Week 18
<b>Deliverable 5: Delivery of training-of-trainers sessions for six community engagement activities</b>	<b>2 weeks (September 2018)</b>
Deliver training-of-trainers sessions, including ongoing mentoring and supervision in five provinces with focused implementation.	Week 19 and 20
<b>Deliverable 6: Delivery of the Interactive Communication Technologies (ICTs) component</b>	<b>16 weeks (June-September 2018)</b>

Develop options of creative concepts for the Cambodia PROTECT campaign website and social media platform such as Facebook and Youtube. Present the options to the Cambodia PROTECT working group for feedback.	Week 9 and 10
Build a prototype of the Cambodia PROTECT campaign website and social media platform. Present the prototype to the Cambodia PROTECT working group for agreement.	Week 11 and 12
Set up, manage and update the Cambodia PROTECT campaign website and social media platform and produce and submit at least 3 monthly reports highlighting their performances till the end of the contract. Towards the end of the contract period, the selected agency will be expected to provide technical support for handing over the management roles to an NGO partner appointed by UNICEF.	From Week 13 till the end of the contract
Develop creative concepts and scripts for IVR and SMS messages. Present it to the Cambodia PROTECT working group for feedback.	Week 14 and 15
Pre-test creative concepts and scripts with communication participants, and develop and submit a brief report summarizing the key outcomes of a pre-test.	Week 16
Revise creative concepts and scripts based on the feedback from the Cambodia PROTECT Working Group and the outcomes of a pre-test, and present the revised products to the Cambodia PROTECT working group for agreement. The presentation will include practical and specific recommendations on dissemination of IVR and SMS messages to communication participants.	Week 17 and 18
Deliver a final package of IVR and SMS messages to UNICEF	Week 19

*The days indicated above are indicative only and are used for estimation purposes. Fees shall be calculated based on the days offered to complete the assignment and shall be considered the maximum compensation as part of a lump sum contract. No additional fees shall be paid to complete the assignment. Payment will be made upon submission and approval of deliverables and full and satisfactory completion of the assignment.*

## **VI. Reporting Requirements**

All working documents and the final products will be submitted in English and Khmer, produced in high quality, delivered in an engaging and accessible format, and guided by the guidelines set forth in the UNICEF Style Book. The Chief of Child Protection should receive all reports and documents specified in 'V. Deliverables'.

## **VII. Location and Duration**

The assignment duration may vary but would not exceed 120 working days/24 weeks. The assignment is expected to commence in April 2018 and to be completed by the end of September 2018. The selected agency will be responsible for covering all costs and logistics for all aspects of the assignment, including interpretation. It is preferred that the selected agency is based in Cambodia for the entire duration of the assignments. Travel to the targeted provinces (Phnom Penh, Kandal, Preah Sihanouk, Battambang and Siem Reap) for a total of 30 days is anticipated during the contract duration. Travel cost shall be calculated based on economy class travel, regardless of the length of travel. Costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC).

## **VIII. Qualifications or Specialized Knowledge/Experience Required**

Overall, the Institution and the team members should meet the following requirements/qualifications:

Knowledge, Skills and Experience:

- Advanced university degree in social welfare, children’s rights, child protection, communications, social norms, behavioral change or related fields.
- At least eight years of work experience of developing communication materials through a participatory process.
- Be considered a leading marketing/advertising/communication for development agency with proven international standards of expertise and experience in the development of multi-media materials, including in South East Asia.
- Experience of working with international development organizations and/or government agencies (i.e. government ministries, local government etc.).
- Proven experience of developing high quality graphic design and development of illustrations / animations that can tell a story.
- Proven ability to apply innovative, creative processes to materials development, to produce simple, relevant, and engaging products.
- Demonstrated adherence to the highest ethical standards, including the core UN values of integrity, professionalism, and respect for diversity.
- Fluency in oral and written communication in English and Khmer, which will both be primary language of communication. Ability to work and deliver in Khmer should be demonstrated.
- Previous work experience with UNICEF is an advantage.
- Experience of working in the Cambodian and/or Mekong region context is an advantage.

Competencies:

- Ability to work closely and in a collaborative manner with other contractors and partners.
- Ability to deliver results amid tight deadlines.
- Excellent planning, organizational and coordination skills.

**IX. Evaluation Process and Methods**

Interested agencies should submit technical and price proposals based on the provided ToR to the UNICEF Cambodia Supply Section.

1. Contents of Technical Proposals

The written technical proposal will be in hard copy and PDF format and include the following elements as a minimum requirement:

- a) Presentation of the bidding institution including:
  - Name of the institution;
  - Date and country of registration/incorporation;
  - Summary of corporate structure and business areas;
  - Corporate directions and experience;
  - Location of offices; and
  - Number and type of employees or agents relevant to this proposal.
- b) Narrative description of the bidding institution’s experience and capacity in the following areas:
  - Relevant experience in delivering high-quality communication materials in the field of child protection or similar;
  - Previous and current assignments in developing countries in general, and related to child protection, behavior change communication, communication material development, preferably in East Asia; and
  - Previous and current assignment with similar agencies (UN and NGOs).
- c) Relevant references of the bidding institutions (past and on-going assignments) in the past five years.

- UNICEF may contact references persons for feedback on services provided by the bidding institution.
- d) Samples or links to samples of previous relevant work listed as reference of the bidding institution (at least three), on which the proposed key personnel directly and actively contributed or authored.
  - e) Proposed methodology and approach, potential constraints for work assignments. It should minimize repeating what is stated in the ToR. There is no minimum or maximum length. If in doubt, ensure sufficient detail.
  - f) Work-plan, which will include as a minimum requirement the following:
    - General work-plan based on the one proposed in the ToR, with comments and proposed adjustments, if any; and
    - Detailed timetable by activity (it must be consistent with the general work-plan and the financial proposal),
  - g) Creative Team:
    - Summary presentation of proposed team leader;
    - Summary presentation of proposed key personnel;
    - Level of effort of proposed team leader by activity (it must be consistent with the financial proposal); and
    - CV of team leader and key personnel proposed to work on this assignment.

## 2. Contents of Financial Proposals

The price proposal must be fully separated from the technical proposal. The financial proposal will be submitted in hard copy. Costs will be formulated in USD\$ and free of all taxes. It will include the following elements as a minimum requirement:

- a) Overall price proposal; and
- b) Budget by phase and by cost category (incl. personnel costs, international flights, internal transportation, DSA, translation services, report editing, and overheads).

## **X. Administrative Issues**

Confidentiality: The documents produced during the period of this consultancy will be treated strictly confidential and the rights of distribution and/or publication shall solely reside with UNICEF.

Work Arrangement: The selected institution will be responsible for own workspace and equipment for all team members.. All meetings involving supervision and technical discussions between UNICEF and the contractor will take place at UNICEF Cambodia's office when all parties are in Phnom Penh.

## **XI. Project Management/Contract Supervisor and Other Stakeholders**

The institution contracted for this consultancy will work under the supervision of the Chief of the Child Protection Section with technical support from the C4D Officer and be managed on a day-to-day basis by the Child Protection Specialist and the Child Protection Officer. Compliance with the ToR and timely delivery of the expected outputs/results will be closely monitored. Upon completion of contract assignments, the supervisor will evaluate the consultant's work, certify relevant documents and process/follow-up on the payments. A management and coordination mechanism comprised of key government partners, civil society organizations, donors and UN agencies including UNICEF will be established to guide the implementation of the Cambodia PROTECT strategy and provide technical expertise required to assess all materials being produced under this contract. With reference to the strategy document and related implementation plan, the selected agency will work closely with UNICEF, the Cambodia PROTECT Working Group, government and civil

society partners, other relevant contractors working on the Cambodia PROTECT Strategy, and sub-national authorities, community members, parents, caregivers and children from UNICEF target communities, to design, pre-test, and finalise a set of messages and communication materials.

## **XII. Payment Schedule Linked to Deliverables**

Payments by UNICEF are delivery-based and triggered only by satisfactory submission of specified deliverables and accompanying invoices. Any deliverable not meeting the required specifications will have to be reworked and resubmitted at no additional cost to UNICEF. Delay to agreed timelines for deliverables must be kept minimal and may otherwise incur financial penalties.

The actual remuneration will be negotiated with the selected agency and payment schedule will be as follows:

- 10% of payment upon finalization and submission of deliverable 1
- 10% of payment upon finalization and submission of deliverable 2
- 20% of payment upon finalization and submission of deliverable 3
- 20% of payment upon finalization and submission of deliverable 4
- 10% of payment upon finalization and submission of deliverable 5
- 30% of payment upon finalization and submission of deliverable 6

ANNEX C  
Instruction to Proposers

1. MARKING AND RETURNING PROPOSALS

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

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

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

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

- a) With incorrect (as applicable) postal address;
- b) Received after the stipulated closing time and date;
- c) Failure to quote in the currency (ies) stated in the RFP(S);
- d) In a different form than prescribed in the RFP(S).

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

**NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals:

1.7.1 The Proposal must be sent to UNICEF Cambodia for the attention of Supply & Procurement Section and address **5th floor, Exchange Square, Building 19&20, Street 106, Sangkat Wat Phnom, Phnom Penh, Cambodia**. Proposals not sent in this manner will be disqualified.

1.7.2 They must be clearly marked as follows:

\* Outer sealed envelope:

Name of company

**[RFP(S) NO.]**

[Company address]

\* Inner sealed envelope - Technical Proposal (1 original in paper work and 1 copy in CD/USB as PDF format):

Name of company, RFP(S) number - technical proposal

**No price information should be provided in the Technical Proposal**

\* Inner sealed envelope - Price Proposal (1 original in paper work): Name of company, RFP(S) number - price proposal

**Proposals received in any other manner will be invalidated.**

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

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

## 2. OPENING OF PROPOSALS

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

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

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

## 3. AWARD NOTIFICATION

3.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.