

**REQUEST FOR PROPOSAL FOR SERVICES**

**LRPS-2024-9189642**

**23 April 2024**

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

**Wishes to invite you to submit a proposal for**  
Engineering and Technical Supervision Services

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

**Prepared By:**

\_\_\_\_\_

Nune Mkrtchyan

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

**Approved By:**

\_\_\_\_\_

Gayane Avanesyan

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

**REQUEST FOR PROPOSAL FOR SERVICES FORM**

This FORM must be completed, signed and returned to UNICEF.  
 Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

**TERMS AND CONDITIONS OF CONTRACT**

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

**INFORMATION**

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2024-9189642** set out in the attached document, hereby offers to execute the services specified in this document.

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

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

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

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

**Declaration**

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management <sup>1</sup> have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking;	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> #Management# means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>

**The UNICEF** reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

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

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

Name and Title: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

UNGM #: \_\_\_\_\_

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

Email: \_\_\_\_\_

<b>Item</b>	<b>Service Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Price</b>
10	Lot 1: Engineering services	1	PU		
20	Lot 2: Technical Supervision	1	PU		

## SPECIAL NOTES

UNICEF Armenia announces LRPS 2024-9189642 with 2 lots for Engineering services (Lot 1) and Technical Supervision services (Lot 2) to establish non-exclusive Long-Term Arrangements (LTAs). The LTAs shall be awarded for the period of 24 months from the date of signing. Subject to satisfactory performance, the LTA may be extended for a further period of 12 months. The purpose of the bid is to identify prospective companies to submit technical and financial proposal for engineering and technical supervision of rehabilitation/construction works of existing schools, kindergartens and social service facilities, including Water, Sanitation and Hygiene (WASH) facilities. More detailed information, such as scope of work, expected deliverables, qualifications required, terms of application and evaluation process are presented in the TOR, which is an integral part of this LRPS document.

Interested organizations are requested to submit their applications to UNICEF in Armenia no later than 14 May 2024, 18:00 . Offers received after the mentioned date and time will be invalidated.

The Technical and Financial proposals for each lot must be submitted separately to [procurementarmenia@unicef.org](mailto:procurementarmenia@unicef.org) e-mail address, by mentioning the LRPS tender number and company name submitting the proposal in the subject line. The Technical Proposal and Financial Proposal for each Lot must be sent as separate attachments in the same e-mail and clearly indicated as such in the file name (e.g., Lot#\_Technical Proposal\_LRPS Number Company Name and Lot#\_Financial Proposal\_LRPS Number\_Company Name). Proposals not sent in this manner will be disqualified. The Technical proposal should NOT include any budget line-item, otherwise it will be automatically invalidated.

It should be noted that the completion of the Declaration on page 3-5 is mandatory. In case of incomplete Declaration, the application will be disqualified.

UNICEF is an international organization, with a status equal to a diplomatic representation, thus 0 rate of VAT must be applied, according to Section 5, Article 16 of the Law of Republic of Armenia on the Value of the Added Tax. UNICEF will not provide any supporting documents stating business operation with 0 VAT.

Potential bidders are invited to a bidders conference that will be held in on 30 April 2024 at 11:00 at UNICEF Conference Hall (14 Petros Adamyan Str.). The purpose of the conference is to provide details about the submission and provide answers all questions related to the project.

## INSTRUCTION TO PROPOSERS

### 1. MARKING AND RETURNING PROPOSALS

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

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

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

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

- with incorrect (as applicable) postal address, email address or fax number;
- received after the stipulated closing time and date;
- failure to quote in the currency(ies) stated in the RFP(S);
- 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 (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:  
Name of company  
[RFP(S) NO.]  
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

\* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

\* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

### 2. OPENING OF PROPOSALS

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

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

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

### 3. UNGM REGISTRATION



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

#### 4. AWARD NOTIFICATION

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

## ANNEX A GENERAL TERMS AND CONDITIONS

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

#### 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 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

## ANNEX A GENERAL TERMS AND CONDITIONS

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

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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;

## ANNEX A GENERAL TERMS AND CONDITIONS

(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.

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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

## ANNEX A GENERAL TERMS AND CONDITIONS

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](http://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.

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GENERAL TERMS AND CONDITIONS

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.



UNITED NATIONS CHILDREN'S FUND in Armenia

**Terms of Reference for Contractors**

**Engineering and Technical Supervision Services for signing a Long-Term Agreement**

**BACKGROUND**

UNICEF Armenia is supporting the Government in ensuring that all children in Armenia increasingly benefit from equitable enjoyment of their rights to survive, thrive, learn, be protected and participate – based on enhanced policies, services, resources and practices of duty-bearers, and in line with the country's commitments to the Convention on the Rights of the Child and the Sustainable Development Goals.

UNICEF has scaled up its humanitarian assistance since October 2023 and engaged in a variety of construction/rehabilitation activities which are in line with the Country Program and the Annual Work Plan. This includes, but is not limited to rehabilitation of existing schools, kindergartens and social service facilities, inclusive of WASH facilities.

**OBJECTIVE**

UNICEF Armenia wish to establish a non-exclusive Long-Term Arrangements (LTA) for the procurement of engineering and technical supervision services.

The LTA shall be awarded for the period of 24 months from the date of signing. Subject to satisfactory performance, the LTA may be extended for a further period of 12 months.

Purchase of services will be made via issuance of a Purchase Order by UNICEF in accordance with the terms and conditions stated in the LTA.

**SCOPE OF WORK, ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES**

**Scope of Work**

UNICEF requests prospective Engineering Consulting firm(s) to submit technical and financial bids for the engineering and/or technical supervision services. All the works must be carried out as per the work order and agreed technical specifications.

The services may or may not be utilized fully on each project and the exact nature of the requirements will be agreed on via project-by-project basis. The description of the service requirements is detailed and described in the below table under Expected Deliverables. The specifics per project will be provided in the corporate contract of each project separately.

Below are the main engineering services to be provided.

1. Site assessment.
2. Design and Technical Documents.
3. Technical Support to Procurement.
4. Quality Assurance and Site Supervision.

**Expected Deliverables**

UNICEF will issue Contract to the Company for a particular service, when needed basis during the term of this LTA, making reference to this LTA, and setting out the quantities required and other instructions for the delivery of the services.

Procurement will be made against the Institutional contract to be issued by UNICEF in accordance with the terms and conditions of any resulting LTAs. The description of services is provided in good faith and shall not in any way be deemed to be a commitment on the part of UNICEF regarding any quantity for future procurement. Concrete deliverables, outputs, and timeframes will be defined by UNICEF in separate Terms of Reference.

UNICEF will not be committed on the provision of such Arrangement(s) to procure any minimum number of the services, and procurement will be made only if and when there is an actual need. UNICEF shall not be liable for any cost in the event that no procurement is made under any resulting LTA(s).

The table below describes in detail each required engineering service, including tasks and expected deliverables. Payments will be based on satisfactory completion of deliverables:

#	Service Descriptions	Tasks	Deliverables
<b>Lot 1</b>	<b>Main Engineering Services</b>	Typically used in most of UNICEF construction activities; The engineering firm (LTA holder) shall assign these services to a qualified engineering team with adequate technical capacity and relevant experience.	
1	<b>Site Assessment</b>  Evaluation of site characteristics including social and environmental risks and preparation of detailed analysis with recommendations for design and implementation.	<p><b>1.1. Assessment of existing buildings<sup>1</sup></b> Verify structural integrity and functionality of existing construction, finish quality, accessibility level<sup>2</sup>, accuracy of as-built drawings, and if not available, prepare architectural drawings of existing buildings.</p> <p><b>1.2. Assessment of sites for new construction</b> Conduct site surveys (topographical and architectural); verify land legal status and construction laws and regulations, provide benchmarks, provide land borders and surveyal points with angles and level contours.</p> <p><b>1.3. Assessment of Environmental and Social risks</b> For simple new construction and rehabilitation projects, assess social and environmental risks and impacts associated with each of the following standards: labor and working conditions; resource efficiency and pollution prevention; community health, safety and security; land acquisition and involuntary resettlement; biodiversity conservation and sustainable management of living resources; indigenous people; cultural heritage; climate-resilient development. Determine the level of risk; develop an environmental and social management plan (ESMP).</p> <p><b>1.4. Soil investigation</b> Conduct investigating excavation pits and bore holes to the needed depths, provide detailed soil characteristics, bearing capacity, ground water level, depth of bedrock, existence of cavities, soil layers and soil contamination; assess the potential for aggressive attack by the soil on concrete and steel; provide study on seismic vulnerability and underlying ground conditions.</p>	<p>Detailed report approved by UNICEF with site layout, collected data, as-built drawings, building(s) and site analysis and recommendations.</p> <p>Detailed assessment report and ESMP approved by UNICEF.</p> <p>Detailed report approved by UNICEF on soil investigation.</p>
2	<b>Design and Technical Documents<sup>3</sup></b>  Development of construction technical documents and obtaining necessary construction permits, if required.	<p><b>2.1. Conceptual design</b> Produce design sketches that comply with site conditions, criteria, performance standards, accessibility requirements, sustainability standards<sup>4</sup>, environmental and social safeguarding; formulate and evaluate design options; develop conceptual design for the “passed-screening” option.</p> <p><b>2.2. Architectural design</b> Develop architectural design in 2 stages: a) Preliminary design based on approved conceptual design, and b) Detailed design with finish materials’ specifications.</p>	<p>Feasibility report approved by UNICEF includes design criteria, options’ analysis and conceptual design drawings.</p> <p>Full set of architectural drawings<sup>5</sup> with specifications, approved by UNICEF.</p>

<sup>1</sup> The purpose of assessing existing buildings is either to maintain their original use, or to change their use.

<sup>2</sup> In line with UNICEF’s Accessibility Toolkit, Accessibility Technical Cards and Procedure on Eco-efficiency and Inclusive Access

<sup>3</sup> In the case of UNICEF office construction/renovation/rehabilitation, engage with the Inclusive & Sustainable operations team to ensure compliance with the Procedure on Eco-Efficiency and Inclusive Access in UNICEF Facilities and Operations, including the cases where a green building certification is pursued.

<sup>4</sup> In line with UNICEF’s technical guidelines on Passive Design Techniques for the Built Environment.

<sup>5</sup> Full architectural set includes master plan, layout, plans, sections, elevations, 3D images, details and finishes.

		<p><b>2.3. Structural design</b> Develop structural design in 2 stages: a) Preliminary design based on approved architectural design, and b) Detailed design with technical specifications and design analysis.</p>	Full set of structural drawings <sup>6</sup> , specifications, calculations and design analysis, approved by UNICEF.
		<p><b>2.4. Building service design</b> Develop design of plumbing, water supply, sanitary, electrical services in 2 stages: a) Preliminary design based on approved architectural design, and b) Detailed design with technical specifications and design analysis.</p>	Full set of building service drawings, specifications, calculations and design analysis, approved by UNICEF.
		<p><b>2.5. Bid technical documents</b> Prepare Bill of Quantities (BoQs) and confidential cost estimate; and compile all technical documents (design drawings, specifications and bill of quantities).</p>	BoQs for repairs, rehabilitation and/or new construction approved by UNICEF. Confidential cost estimates.
		<p><b>2.6. Permitting and declaration</b> Compile technical and administrative documents required for requesting permit and declaration, and obtain necessary construction permits<sup>7</sup> and declaration for each construction work from Authority.</p>	Original copy of permit(s) officially authorized by Authority.
3	<p><b>Technical Support to Procurement</b>  Assisting UNICEF in the solicitation process and the selection of qualified construction companies.</p>	<p><b>3.1. Pre-qualification of contractors<sup>8</sup></b> Assist UNICEF in the evaluation and pre-qualification of contractors.</p>	Report includes a shortlist of pre-qualified contractors approved by UNICEF.
		<p><b>3.2. Bid conference</b> Attend bid conference with Proposers; respond to their technical queries and questions.</p>	Report includes answers to all technical queries of Proposers during the bidding process.
		<p><b>3.3. Technical evaluation</b> Assist in the evaluation of technical proposals, visits to Proposers' offices and relevant projects, verification of references, etc.<sup>9</sup></p>	Evaluation report approved by UNICEF includes scores and remarks on each technical sub-criterion.

<sup>6</sup> Full structural set includes foundation details, structural design and details of columns, beams, slabs, stairs, etc.

<sup>7</sup> Such as owner's permit, construction permit, environmental permit, permits from utility companies, including necessary design/drawings and documentation for service declaration to the government.

<sup>8</sup> Contractors are recommended to have experience in constructing green and accessible buildings.

<sup>9</sup> Declaration of Impartiality and Confidentiality to be signed by external committee members prior starting the evaluation process.

4	<p><b>Quality Assurance and Site Supervision</b></p> <p>Technical oversight of ongoing construction activities provided by a <b>fulltime resident engineer</b> to ensure compliance with specifications and signed contract and provide advice to UNICEF on any potential risks related to timeline, budget and quality of works.</p>	<p><b>Quality assurance</b> Undertake quality assurance and quality control plans and related procedures; review and approve contractor’s construction schedule, detailed designs, shop and as-built drawings; inspect material sources and materials’ tests.</p> <p><b>Site supervision</b> Assist in project’s start-up; inspect and monitor time, progress, cost, quality and quantity of works and other agreed targets; approve workmanship and materials; certify payments and assist UNICEF in the control of variation orders; document project records that provide the necessary evidentiary and analyses in case of claims and disputes; ensure that works are executed in accordance with local laws and regulations, national and international health and safety standards, quality standards and signed contract; provide advice on ESMP verification; liaise and co-ordinate with local authorities, if required; issue the Certificates of Partial, Substantial and Final Completion of works; prepare monthly progress reports and final narrative report; approve as-built drawings and Preventative Maintenance Manual. In case greening certification is pursued, engage with the Inclusive &amp; Sustainable Operations team for guidance.</p>	<p>Reports approved by UNICEF based on regular site visits conducted by a fulltime resident engineer.</p>
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**Details on how the work should be delivered**

Detailed methodology varies for each task depending on type and scope of projects, however, standard professional and scientific methodologies including experiences, best practices and lessons learned shall be adopted to achieve the expected result. The LTA Holder shall proceed with the assignment (after identification of projects) in line with requirements from UNICEF.

Each assignment will be carried out with adequate qualified engineers/specialists and support staff. The LTA holder will be asked to deploy subject-specific engineers/specialists or team of engineers (organogram with specific implementation strategy) to undertake the assignment detailed for specific interventions and required phase. Contracts of each assignment or group of assignments along with Terms of Reference will be prepared.

All construction documents, studies, research, and projects related documents as well as results of all activities provided by the LTA Holder shall be the sole property of UNICEF and should be dealt with cautiously and confidentially.

Any design prepared for UNICEF will be paid once, any repeated use of the design will not be additionally charged, UNICEF will not pay for multiple use of developed designs as the original design is the sole property of UNICEF.

**Performance indicators for the evaluation of results**

The Company shall acknowledge that timely and quality services shall be of the essence in the performance of the assignments under the LTA. It shall use its best endeavours to abide by the delivery periods of qualitative services in a reasonable timeframe specified in Contracts. Performance of the companies will be closely monitored; ensuring work progress is proceeding in accordance with the requirements and agreed timelines.

Each contract will be evaluated based on the following performance indicators:

- Timely submission of schedule, mobilization of manpower and equipment.
- Quality maintained and assured with the utilization of qualified professionals.
- Timely completion of the task as per the agreed work plan and regular reporting.
- Maintained up to date information of the assigned construction/rehabilitation activities.
- Quality and substance of provided documentation and reports.
- Timely response and good client servicing.

### **Reporting requirements**

All reports, records, graphs, drawings shall be submitted to UNICEF in Armenian language. All technical documents and reports shall be submitted to UNICEF in electronic format (Drawings in AutoCAD and PDF) and hard copies printed in an appropriate scale and number specified in the contract.

Reports shall be communicated directly to UNICEF Engineer – Consultant, and relevant staff from Programme and Operation sections. Depending on the task contracted, the engineering firm will submit progress reports on an agreed timeline for UNICEF’s approval. The report will contain information on activities delivered and it will be signed by the Engineering Firm project manager.

### **TERMS OF APPLICATION**

UNICEF requires engineering firms with capacity, experience and expertise in engineering and technical supervision services and national building codes and regulations in Armenia. Bidders need to have a valid registration with suitable grade to work in Armenia and perform the required services. UNICEF will look at the experience and qualifications of key personnel and similar projects executed by bidders. Previous experience with other UN agencies is desirable. The capacity and experience will be evaluated following the specific criteria in the quality evaluation indicated below. Failure to meet all requirements or to provide all requested information and supporting documents will be at the bidder’s own risk and may result in rejection of the bidder’s proposal.

### **Eligibility and Qualifications**

To be eligible to submit proposals on this bid, engineering/consulting firms must meet the below mandatory criteria:

- The company must be registered to work in Armenia.
- The company must have the valid tax clearances and registration.
- Licensed to provide services in the requested fields.

### **Instructions on Bid Submission:**

Interested organizations are requested to submit their applications to UNICEF in Armenia no later than 14 May 2024, 18:00. Offers received after the stipulated date and time will be invalidated.

Bidders are invited to submit proposals both for Lot 1: Engineering Services and Lot 2: Technical Supervision Services. The Technical and Financial proposal must be submitted to [procurementarmenia@unicef.org](mailto:procurementarmenia@unicef.org) e-mail address, by mentioning the LRPS tender number and company name submitting the proposal in the subject line.

**For each Lot a separate Technical Proposal (Forms 1-8) and Financial Proposal (Forms 9-10) must be submitted.** The Technical and Financial Proposals for each Lot must be sent as **separate attachments** in the same e-mail and clearly indicated as such in the file name

(e.g. Lot #\_Technical Proposal\_LRPS2024-9189642\_Company Name and Lot#\_Financial Proposal\_LRPS2024-9189642\_Company Name). Proposals not sent in this manner will be disqualified. The Technical proposal should NOT include any budget line-item, otherwise it will be automatically invalidated.

It should be noted that the completion of the Declaration (pages 3-5) is mandatory. In case of incomplete Declaration, the application will be disqualified.

#### **1. Technical Proposal**

Technical proposal should include the following:

- Proposal Submission Letter. Please complete Form 1 of Annex B
- Proposer’s General Information. Please complete Form 2 of Annex B
- Proposer’s Contact Details. Please complete Form 3 of Annex B
- Copy of company valid registration to work in Republic of Armenia, including trade registration, tax clearance.

- Required licenses for services.
- Official bank letter (signed and stamped) showing the company name, bank account number and currency.
- Experience working with international organizations, preferably with UN organizations.  
Overall experience of Consulting Firm, proactively involved in implementation of the similar projects, nationally (minimum 5 years of experience). Please complete Form 4 and Form 5 of Annex B.
- Overall staff structure, management including permanent/core staff on board with organogram.
- Qualification and experience of Key staff assigned for potential services. CVs of Key staff to be submitted. Please complete Form 6 of Annex B
- Financial stability of the organization, reflected very clearly in at least the last three financial reports, showing growth of the organization in the last profit/loss statements or financial statements or audit reports (if available). Please complete Form 7 and 8 of Annex B
- Monitoring and quality assurance approach/plan for requested services.
- Identification of risk, mitigation measures and their management for each service interested in and intended to bid (Risk management plan).
- Availability of field branches in multiple regions in Armenia as an asset.
- Availability for field visits to the target localities.
- Zero tolerance for any breaches of fundamental human rights and all types of misconduct, including: child labour, sexual exploitation; sexual abuse; sexual harassment; fraud; corruption; conflict of interest.
- It should be noted that the completion of the Declaration is mandatory. In case of incomplete Declaration on page 3-5, the application will be disqualified.

Bidders that fail to submit the above required documents will be disqualified.

## **2. Staffing**

The Engineering Firm shall be responsible for designating all required/assigned staff, which shall include but not be limited to the following key staff:

- Project Manager who shall have at least 15 years' experience
- Project Coordinator who shall have at least 5 years relevant experience
- Project Engineers for specific tasks

with the following minimum requirements:

- The Project Manager shall act as a primary counterpart with UNICEF in all aspects of the project. He/she shall provide objective high-level supervision of the services provided on behalf of the Engineering Firm. He/she shall be responsible for project monitoring planning, follow-up, and contingency planning. He/she shall participate in the project meetings and maintain an update work schedule.
- The project coordinator shall be responsible for project general supervision (technical and managerial), ensuring the work is executed correctly; the work progress is within the approved work plan and any other aspects of the engineering services.

The engineering firm should submit detailed references of similar works previously executed by the key staff involved in the proposed tasks.

## **3. Financial Proposal**

The Financial Proposal shall include a dully completed Annex C - Form 9: Price Proposal Submission Letter and

Form 10: Pricing Schedule in AMD.

It should be noted that UNICEF is an international organization, with a status equal to a diplomatic representation, thus **0 rate of VAT must be applied**, according to Section 5, Article 16 of the Law of Republic of Armenia on the Value of the Added Tax.

If any Bidder fails to price any item requested in the Financial Proposal form the bid will be automatically disqualified

The applicant company shall include in its offer all causes that may have an influence on the prices. Therefore, the costs indicated in the Annex C: Financial Offer Form should include all costs and benefits related to labour, including but not limited to:

- Travel expenses to remote sites except for services provided in neighboring countries.
- Time lost due to inclement weather.
- Bonuses and all other incentive payments.
- Fares and time allowances for travelling.
- Workmen's compensation and third-party liability insurance's, sick pay, or insurance in respect thereof.
- Obligations for redundancy payments.
- Use, repair and up keeping of engineering tools and instruments.
- Protective clothing and safety personnel protection.

**Interested bidders are invited to a Bidders Conference, at UN House (14 Petros Adamyan Street), UNICEF conference hall on 30 April, 2024, at 11:00, where all details of the RFP will be provided, and questions addressed.**

## CRITERIA FOR EVALUATION

The awarding will be based on the best value of money combining the technical score and the financial score of bidders who pass the technical threshold.

The award might not be to the lowest financial offer. UNICEF might choose to award the LTA to multiple vendors as this is a non-exclusive agreement as per the best interest of the organization.

The applicant company has the option to apply for either one or both lots, and each lot will be evaluated independently. Proposals shall be evaluated in accordance with the provisions of this RFP and with the following criteria:

Criteria	Maximum Points
1. Technical proposal	60%
2. Financial proposal	40%
Total maximum points to be attributed	100%

Minimum technical required score: 42 points (Technical Proposals scoring less than 42 points will be considered non-responsive, therefore will be rejected), which is 70% of Technical proposal.

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

**The technical proposal for Lot 1: Engineering Services and Lot 2: Technical Supervision Services will be evaluated against same criteria, described in the table below:**

MANDATORY ELIGIBILITY REQUIREMENTS				PASS/ FAIL
The company must be registered to work in Armenia				
The company must have the valid tax clearances and registration				
The company must be licensed to provide services in the requested fields				
TECHNICAL EVALUATION CRITERIA	REQUIRED SUPPORTING DOCUMENTS	RATING	SCALING	MAXIMUM SCORE
<b>COMPANY EXPERIENCE</b>				
1. Years of experience in carrying out engineering services and a proven record in delivering professional results	Project reports, reference letters etc.	7 or more years of experience	6	6
		5 - 6 years of experience	4	
		3 - 4 years of experience	2	
		No documents submitted	0	
2. Financial stability of the company	Last three years financial reports, showing profit/loss of the organization. (Financial statement, audit reports)	Growth/ profit in all years	3	3
		Growth/ profit in one year	1	
		No growth or profit	0	
3. Work experience in multiple regions in Armenia	Location details, partners in the region etc.	Coverage in more than 5 regions	5	5
		Coverage in 3-5 regions	4	
		Coverage in one regions	3	
		Coverage in 0 regions	0	
4. Experience in conducting engineering services either with the UN and/or other international organizations	Proposal showing experience in conducting engineering services for United Nations and/or international organizations	Yes	4	4
		No	0	
5. Experience on providing services for schools, preschools, hospitals or water projects	Examples of such work (e.g. reports, evaluations, reference letters etc.)	3 or more examples provided, with 5 years of relevant experience	6	6
		2 or more examples provided, with 5 years of relevant experience	5	
		1 or more examples provided, with 5 years of relevant experience	4	
		3 or more examples provided, with less than 5 years of relevant experience	3	
		2 or more examples provided, with less than 5 years of relevant experience	2	
		1 or more examples provided, with less than 5 years of relevant experience	1	
		No examples provided	0	
6. Experience in multiple branches of engineering; architectural, civil, electrical and mechanical.	Reports / examples of projects where the company provided various services successfully	3 or more examples provided, with 5 years of relevant experience	8	8
		2 or more examples provided, with 5 years of relevant experience	6	
		1 or more examples provided, with 5 years of relevant experience	5	
		3 or more examples provided, with less than 5 years of relevant experience	3	
		2 or more examples provided, with less than 5 years of relevant experience	2	
		1 or more examples provided, with less than 5 years of relevant experience	1	
		No examples provided	0	



7. Experience in conduction environmental and safety measures in projects	Reports with photos of previous projects with safety measures and precautions for labors /children /people and vehicles	Yes	4	4
		No	0	
8. Proven high-quality report writing in English	Reports presenting high level of proficiency in report writing in English	3 examples of high-quality reporting	4	4
		2 examples of high-quality reporting	3	
		1 example of high-quality reporting	2	
		No examples of high-quality reporting	0	
<b>PROPOSED TEAM EXPERIENCE</b>				
9. Experience of the Project Manager in charge of the projects	CV of Project Manager	The Project Manager having experience of minimum of 15 years work experience in similar projects	8	8
		The Project Manager having experience of minimum of 10 years work experience in similar projects	6	
		The Project Manager having experience of 5 years work experience in similar projects	4	
		The Project Manager having experience of less than 5 years work experience in similar projects	2	
		The Project Manager not having experience in similar projects	0	
10. Experience of at least one individual engineer per engineering discipline	CVs of team members	1 or more of the team members per engineering discipline having experience of minimum of 15 years work experience in similar projects	6	6
		1 or more of the team members per engineering discipline having experience of minimum of 10 years work experience in similar projects	4	
		1 or more of the team members per engineering discipline having experience of 5 years work experience in similar projects	2	
		1 or more of the team members per engineering discipline having experience of less than 5 years' work experience in similar projects	1	
		None of the team members having experience in similar projects	0	
11. Qualifications of the individual team members	CVs of team members	3 team members or more per engineering discipline have university degrees or equivalent in fields related to rehabilitation and construction projects.	6	6
		2 team members per engineering discipline have university degrees or equivalent in fields related to rehabilitation and construction projects.	4	
		1 team members per engineering discipline have university degrees or equivalent in fields related to rehabilitation and construction projects.	2	
		None of the team members have university degrees or equivalent in fields related to rehabilitation and construction projects.	0	
				<b>60</b>

**ANNEX B: TECHNICAL PROPOSAL FORMS**

The following Forms and information there within are considered an integral part of this submission and must be provided for the Proposal to be considered. The information should be provided according to the sample format.

**Form 1: Proposal Submission Letter**

**LOT 1: Engineering Services**

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

To: UNICEF Armenia

Dear Madam/Sir,

We, the undersigned, offer to provide Engineering Services in Armenia under Long Term Arrangement (LTA) in accordance with your Request for Proposal **RFPS 2024-9189642** and our Proposal dated [ ----- ] We are hereby submitting our Proposal, which includes this Technical Proposal and a Price Proposal under separate attachments.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from LTA negotiations.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Construction Company

Address:

**Form 1: Proposal Submission Letter**

**LOT 2: Technical Supervision Services**

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

To: UNICEF Armenia

Dear Madam/Sir,

We, the undersigned, offer to provide Technical Supervision services in Armenia under Long Term Arrangement (LTA) in accordance with your Request for Proposal **RFPS 2024-9189642** and our Proposal dated [-----]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Price Proposal under separate attachments.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from LTA negotiations.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Construction Company

Address:

**Form 2: Proposer's General Information**

<b>Description</b>	<b>Information</b> (to be filled by the Proposer)	<b>Remarks</b>
Registration number		
Grade		
Specialty		
Expiry Date		
<b>Legal Status</b>		Provide certified copies of Registration
Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary	
<b>VAT Registration Nr.</b>		
<b>UNGM Registration Nr.</b>		

**Form 3: Proposer's Contact Details**

Name and Title of Contact Person	_____
Address of Contact Person	_____
Telephone/Cell number of Contact Person	_____
Email of Contact Person	_____

**Form 4: Company's General Information**

Description	Information (to be filled by the Proposer)		Remarks
Number of years working as engineering company			
Experience in the regions of Armenia			Provide the names of marzes where the company has undertaken similar services
Areas of expertise	Site assessment	Advanced architectural services	From the list, select the services successfully undertaken by the company in the last 5 years
	Design and technical documents	Advanced Building Service Design	
	Technical support to procurement	Disaster resilience analysis	
	Quality assurance and site supervision	Environmental and social management	
	Advanced topographical services	Project management	
	Advanced geotechnical services	Drawing illustrations	

**Form 5: List of Completed Similar Services Undertaken in the Last 5 Years**

List only previous similar assignments successfully completed as a firm or as one of the joint venture members legally contracted by the client in the last 5 years.

Assignments completed by the Company's individual experts working privately or through other consulting firms can be claimed by the Key Personnel themselves in their CVs.

Please provide copies of signed contracts and certificates of final completion for each completed service to substantiate the claimed experience.

Employer name & contact details	Description of Services and Scope of the assignment	Start date	End date	Value


**Form 6: List of Proposed Key Personnel**

Qualifications and experience of key professionals and technical personnel proposed for the required services. CVs (Max. two (2) pages) and education degree certificate of all proposed key staff must accompany the submission. It is requested that each key personnel profile signs an exclusivity and availability statement.

Key Personnel of all sub-Contractors must also be listed along with the name of the sub-Contracting Companies.

UNICEF may conduct reference checks on the key personnel during the evaluation process.

<b>Proposed Team - Key Personnel</b>			
<b>Name</b>	<b>Position</b>	<b>Task</b>	<b>Number of years of relevant experience</b>

**Form 7: Proposer’s Financial Information/ Adequacy of Working Capital**

**IMPORTANT:** Please provide attached copies of Audited Financial Reports for the last 3 years.

<b>Adequacy of Working Capital</b>		
<b>Source of credit line</b>	<b>Amount</b>	<b>Remarks</b>
		<i>Provide documentary evidence</i>
<b>Total:</b>		

**Form 8: Summary of Service Values Undertaken during the Last 3 Years**

<b>Service Values for the Last 3 Years</b>			
<b>Employer name &amp; contact details</b>	<b>Description of Services</b>	<b>Duration</b>	<b>Value</b>
<b>Total:</b>			

**ANNEX C: PRICE PROPOSAL FORMS**

The following Forms and information there within are considered an integral part of this submission and must be provided for the Proposal to be considered. The information should be provided according to the sample format.

**Form 9: Price Proposal Submission Letter**  
**Lot 1: Engineering Services**

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

To: UNICEF Armenia

Dear Madam/Sir,

We, the undersigned, offer to provide Engineering services in Armenia under Long Term Arrangement (LTA), following your Request for Proposal **RFPS 2024-9189642** and our Technical Proposal.

Our attached Price Proposal is for the sum of [----- insert amount in figures and words -----  
-----]. This amount is inclusive of all taxes payable under the applicable law.

Our Price Proposal shall be binding on us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity of the Proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Construction Company

Address:



**Form 9: Price Proposal Submission Letter**  
**Lot 2: Technical Supervision Services**

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

To: UNICEF Armenia

Dear Madam/Sir,

We, the undersigned, offer to provide Technical Supervision services in Armenia under Long Term Arrangement (LTA), following your Request for Proposal **RFPS 2024-9189642** and our Technical Proposal.

Our attached Price Proposal is for the sum of [----- insert amount in figures and words -----  
-----]. This amount is inclusive of all taxes payable under the applicable law.

Our Price Proposal shall be binding on us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity of the Proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Construction Company

Address:

**Form 10: Pricing Schedule**

Services	Unit	Unit Cost in AMD 0 VAT
<b>Lot 1: ENGINEERING SERVICES</b>		
<b>1. Site Assessment</b>		
<b>1.1. Assessment of existing buildings:</b> Detailed report with site layout includes collected data, as-built drawings, building(s) analysis and recommendations.	Per site	
<b>1.2. Assessment of sites for new construction:</b> Detailed report with site layout includes collected data, site analysis and recommendations.	Per site	
<b>1.3. Assessment of environmental and social risks:</b> Detailed assessment report and Environmental and Social Management Plan (ESMP)	Per site	
<b>1.4. Soil investigation:</b> Detailed report on soil investigation.	Per site	
<b>2. Design and Technical Documents</b>		
<b>2.1. Conceptual design:</b> Feasibility report includes design criteria, options' analysis and concept design drawings.	Per project	
<b>2.2. Architectural design:</b> Full set of architectural drawings include master plan, layout, plans, sections, elevations, 3D images, details and finishes with technical specifications. <i>In case of prototype design, UNICEF will pay for the design of the building once no matter how many times this building is going to be repeated.</i>	Square meter	
<b>2.3. Structural design:</b> Full set of structural drawings include foundation details, structural design and details with technical specifications and structural analysis. <i>In case of prototype design, UNICEF will pay for the design of the building once no matter how many times this building is going to be repeated.</i>	Square meter	
<b>2.4. Building service design:</b> Full set of building service drawings include plumbing, sanitary, electrical with technical specifications and calculation analysis. <i>In case of prototype design, UNICEF will pay for the design of the building once no matter how many times this building is going to be repeated.</i>	Square meter	
<b>2.5. Bid Technical Documents:</b>		
<b>2.5.1.</b> Bill of Quantities for repairs and rehabilitation, including WASH facilities	Per project	
<b>3. Technical Support to Procurement</b>		
<b>3.1. Pre-qualification of contractors:</b> Report includes a shortlist of pre-qualified contractors	Per contractor	
<b>3.2. Bid conference:</b> Report includes answers to all technical queries and questions of Proposers during the bidding process.	Per bidding	
<b>3.3. Technical evaluation:</b> Evaluation report includes scores and remarks on each technical sub-criterion.	Per bidding	
Services	Unit	Unit Cost AMD 0 VAT
<b>Lot 2: TECHNICAL SUPERVISION</b>		
<b>1.</b> Engineer visiting sites in or near Yerevan city and submitting relevant site visit report (all costs included)	Per visit	
<b>2.</b> Engineer visiting sites in marzes of Armenia that require 1-2 days travel] and submitting relevant site visit report (all costs included)	Per visit	

3.	Engineer visiting sites in marzes of Armenia that require more than 2 days travel] and submitting relevant site visit report (all costs included)	Per visit	
4.	Fulltime resident engineer for sites in or near Yerevan city and submitting monthly report (all costs included)	Per month	
5.	Fulltime resident engineer for sites in remote areas and submitting monthly report (all costs included) <sup>10</sup>	Per month	

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 services. Therefore, the fees indicated above should include all costs and benefits related to labor, including but not limited to:

- Head office overhead charges
- Travel expenses to remote sites except for services provided under Section B, 7. Project Management
- Time lost due to inclement weather
- Bonuses and all other incentive payments
- Contribution to training levy and all statutory contributions
- Contributions for annual and public holidays
- Fares and time allowances for traveling
- Safety and welfare facilities
- Workmen's compensation and third-party liability insurance's, sick pay or insurance in respect thereof
- Obligations for redundancy payments
- Engineering tool and instrument allowance
- Use, repair and up keeping of engineering tools and instruments
- Protective clothing and safety personnel protection