

REQUEST FOR PROPOSAL FOR SERVICES (Construction).

LRPS-2021-9171827

Date: November 23th, 2021

THE UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

The construction and/or rehabilitation of 13 education facilities:

- 10 schools,
- 2 County Education Centres (CECs), and
- 1 National Teachers Training Institute (NTTI).

in Unity, Upper Nile and Northern Bahr el Ghazal

IMPORTANT - ESSENTIAL INFORMATION

Bids are to be exclusively submitted by e-mail to the following e-mail address:

sssdjuba@unicef.org

Submissions in paper will be INVALIDATED.

Please mark in the subject line of the first email: "**LRPS-2021-9171827 - Technical Proposal**".

Please mark in the subject line of the second email: "**LRPS-2021-9171827 - Financial Proposal**".

- The technical proposal and the financial proposal will be sent in PDF format.
- The financial proposal will also be sent in Excel format (as per the shared BOQs, Annex C to this document) in addition to the PDF format.
- Each proposal (financial and technical), attached to the email, must not exceed **6 MB maximum**.
- In case of exceeding the 6MB, please divide the documents and send different e-mails always labelled as instructed above.

The provided schedules and BOQs MUST BE USED WHEN REPLYING TO THIS INVITATION.

The offers MUST be received by latest 3:00PM CAT on Thursday, December 30th, 2021.

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

Due to the nature of this Request for Proposals, there will be no public opening of the proposals.

Proposals will only be accepted in USD.

Any offer received in any other currency other than the stated currency will be invalidated.

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

UNICEF reserves the right to withdraw from the consultation any company whose performance has been found to be problematic with respect to the quality of its work or other major professional misconduct in the past.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

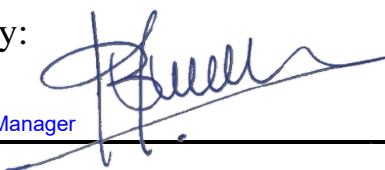
Prepared by:

Bravo Said



Approved by:

J. Barral-Guerin.
Supply & Logistics Manager



PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. BACKGROUND

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

2. SOLICITATION

- 2.1 The purpose of this Request for Proposals for Services (“RFPS”) is to invite proposals for The construction and/or rehabilitation of 13 education facilities:

- 10 schools,
- 2 County Education Centers (CECs), and
- 1 (NTTI) National Teachers Training Institute.

in Unity, Upper Nile and Northern Bahr el Ghazal as fully detailed in the Terms of Reference/Statement of Work attached at Annex B.

- 2.2 This RFPS document is comprised of the following:

- This document.
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document.
- The full Terms of Reference/Statement of Work attached at Annex B.
- The Technical Specifications and Special Terms and Conditions of contract which are attached as Annex C to this document.
- The Bills of Quantities (BOQs), which are attached as Annex D to this document.
- The Accessibility Technical Cards, which are attached as Annex E to this document.
- The Clarifications to the present document as stated in 3.4 below.
- Work locations, deliverables and milestone payment and technical evaluation criteria as detailed in the Statement of Work attached at Annex B.

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

PART II – PROPOSAL SUBMISSION PROCESS

1. PROPOSAL SUBMISSION SCHEDULE

- 1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by EMAIL to sssdjuba@unicef.org that they have received this RFPS.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO ANY INDIVIDUAL MENTIONED IN THIS DOCUMENT – ANY PROPOSALS SENT TO ANY INDIVIDUAL MENTIONED IN THIS DOCUMENT WILL BE DISQUALIFIED.

- 1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by EMAIL to sssdjuba@unicef.org. The deadline for receipt of any questions is 3:00 pm CAT on Monday, December 8th, 2021. Please label (subject) the email as “**Clarifications on LRPS-2021-9171827**”.

Clarifications provided by the Organization will be posted in the UNGM.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO ANY INDIVIDUAL MENTIONED IN THIS DOCUMENT – ANY PROPOSALS SENT TO ANY INDIVIDUAL MENTIONED IN THIS DOCUMENT WILL BE DISQUALIFIED.

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

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

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

- 1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to

take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

- 1.4 Submission Deadline. The deadline for submission of proposals is as follows:

3:00PM CAT on Thursday, December 30th, 2021.

Any proposals received by UNICEF after the Submission Deadline will be rejected.

- 1.6 Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals.

2. LANGUAGE

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

3. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

- 3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.
- 3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal or state the changes from the original Proposal.
- 3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

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

4. ELIGIBILITY; PROPOSER INFORMATION

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

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

- 4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 4.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose this previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF's standard conditions on contracting former and retired members of staff.

5. PREPARATION OF OFFER

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

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

- 5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.
- 5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.
- 5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.
- 5.5 The completed and signed Request for Proposal for Services Form must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.
- 5.6 Proposals must be clearly marked with the RFPS number.
- 5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.
- 5.8 **Technical Proposal:** The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**
- 5.9 **Price Proposal:** The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.
- 5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is

not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

5.11 The Proposer's Proposal will include all of the following labelled annexes:

A. Company Profile

The company should include all information related to the experience of the company as required and outlined in item 7 of this document.

B. Copy of the company registration documents, incorporation, Tax Identification Number, etc

Audited Financial Reports for the last two (2) years: Report should refer to the Company's Financial Statements issued in the past 2 years and be certified by a reputable audit organization.

C. References and experience

Details of similar assignments undertaken in last three years including the following information:

- Title of Project
- Year and duration of project
- Scope and amount of Project
- Outcome of Project
- Reference / Contact persons

D. Methodology

Detailed Methodology / approach to requirement detailing how the company will organize their work to meet UNICEF requirements for this assignment

E. Work Plan

Proposed work plan showing detailed sequence and timeline for each activity.

F. Equipment

List of available equipment with proof.

G. Team Composition

Title and role of each team member.

H. CV's

CV of each team member (including qualifications and experience)

Ensure to include information related to the qualifications and experience of each proposed team member as required.

6. PROPOSAL DOCUMENTS; CONFIDENTIALITY

- 6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.
- 6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.
- 6.3 All information and documents provided to the Proposers by UNICEF ("RFPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such RFPS Materials to UNICEF or destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

7. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS

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

- 7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.
- 7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:
- (a) they have at least one controlling partner, director or shareholder in common; or
 - (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
 - (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
 - (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
 - (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

8. UNGM Registration.

- 8.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all proposers are requested to become a UNICEF vendor by creating a vendor profile and submitting their national incorporation license/certificate at the Level 1 stage of vendor registration process in the UNGM website: www.ungm.org
- 8.2 Please note that UNGM registration, including provision of national incorporation license/certificate, should be submitted as soon as possible and is a mandatory requirement for any eventual award.

PART III –AWARD/ADJUDICATION OF PROPOSALS

1. AWARD

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

UNICEF's sole discretion.

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

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

1.2 Proposal Evaluation Approach.

Weighted scoring evaluation approach

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

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

a) Technical Evaluation

The technical evaluation will be limited to the contents of the Technical Proposals and the reference checks.

UNICEF will evaluate the technical merits of each Technical Proposal using the scoring detailed in the table of evaluation criteria below.

CRITERIA	MAX PTS
TECHNICAL EVALUATION	100
1. Company's Profile	35
- Number of years as a construction company – 1 pt per year, total/10pts.	

<ul style="list-style-type: none"> - Proven overall experience in the country and nearby countries, if any/10pts. - Size of the company - 1pt for each \$50,000 yearly turnover, total 15pts 	
2. Company's Experience <ul style="list-style-type: none"> - List of works of similar nature completed in past five (5) years inside and outside the country with reference – 1.5pt. per similar work, total/25pts. - List of on-going works of similar nature with reference – 1 pt. per similar service, total/5pts. - Type of clients to whom the works were done (Private sector, Government, NNGO, INGO, UN Agency, etc) – 0.5 more pt. for private works, 1more pt. for Gov and NNGO works, 1.5 more point for UN Agency and INGO, total/10pts. 	40
3. Resources (key personnel and equipment) <ul style="list-style-type: none"> - List of key technical proposed personnel including CVs, years of experience in similar works (proof required), education degree certificate /10pts. - List of essential support staff /5pts. - List of site and office equipment with proof of ownership or leasing/10pts. 	25

Total Maximum 100 Points will be assigned to the Technical Proposals.

Only Proposals which receive a minimum of 70 points will be considered further.

Non-technically compliant and non-responsive proposals will not be given further consideration.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 100. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component.

Notwithstanding the above, please note:

- The calculation of the pricing score will be done as follows:
 - Eliminating the highest bid
 - Eliminating the lowest bid
 - Calculating the average of the remaining bids
 - Considering the lowest (therefore obtaining the maximum Price points) to the bid that is closest but below that average-calculated pricing.

All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal 100 Points * Price of lowest priced proposal) / Price of proposal X

Total obtainable Technical and Price points: 100

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

Notwithstanding the above, please note that this Weighted Scoring Evaluation approach will be conducted per LOT (1 lot = 1 school) since bidders might not propose for all the 13 LOTS included in the present RFPS.

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

In particular it is to be noted that UNICEF will not award more than 3 LOTS (1 lot = 1 school) to any bidder; and will also consider previous contracts still under execution by bidders before awarding additional LOTS under this RFPS or any other similar one being conducted by UNICEF.

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

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

2. GENERAL TERMS AND CONDITIONS OF CONTRACT (SERVICES)

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

3. RIGHTS OF UNICEF

- 3.1 UNICEF reserves the following rights:

- (a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;
- (b) to verify any information contained in Proposer's response (and the Proposer will

provide UNICEF with its reasonable cooperation with such verification);

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

PART IV – REQUIREMENTS

1. PRICE AND PAYMENT

Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. Contingency and other fees are supposed to be a part of the Unit Prices and not offered as a separate specific related item price.

The Proposer is invited to offer any unconditional discounts.

Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

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

The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.3 Currency. (a) The currency of the Proposal shall be in United States Dollars (USD). UNICEF will reject any proposals submitted in another currency.

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

2. IMPLEMENTATION

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

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

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

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

Having selected a Proposal partly on the basis of an evaluation of the key experts

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

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

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

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

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

3. LIQUIDATED DAMAGES

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

“In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF’s option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor’s invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a

time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract.”

PART V – PROPOSER REPRESENTATIONS

1. PRICE – MOST FAVOURED CUSTOMER

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

2. GENERAL REPRESENTATIONS

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

- 2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.
- 2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.
- 2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.
- 2.4 The use or supply of the services does not and will not infringe any patent, design, trade-

name or trade-mark.

- 2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.
- 2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.
- 2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.
- 2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this RFPS and the results of the evaluation process.

3. ETHICAL STANDARDS

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

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

- 3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.
- 3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

- 3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this RFPS including the award of the contract to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.
- 3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:
- (a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.
 - (b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
- 3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.
- 3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

- 3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).
- 3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.
- 3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.
- 3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.
- 3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. AUDIT

- 4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect

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

PART VI – Standard contractual clauses that will be incorporated in any resulting contract (after duly completion with the specific contractual details):

UNICEF _____
CONTRACTOR SERVICES FOR CONSTRUCTION OF
[E.G. PRIMARY SCHOOLS IN NAD: PHASE II]

Contract number: _____

**FORM OF CONTRACT FOR CONSTRUCTION WORKS AND GENERAL CONDITIONS
OF CONTRACT**

THIS CONTRACT FOR CONSTRUCTION OF _____ in _____
(together with the schedules and attachments hereto, this "Contract") is made on ____ [DATE].

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at _____ [TBC]

AND: _____ [NAME OF CONTRACTOR], a corporation organized and existing under the laws of [COUNTRY] and having its principal offices at _____ [address] (the "Contractor"); UNICEF and the Contractor are hereinafter collectively referred to as the "Parties".

WHEREAS:

A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other partners in more than one hundred and sixty countries to

advance children's rights to survival, protection, development and participation, and in doing so is guided by the Convention on the Rights of the Child.

B. The Government of _____ [TBC], through the Departments of _____ [TBC], has agreed to a Program to provide for _____ [TBC].

C. UNICEF intends to implement the construction of these schools through a standard contracting process, utilizing national contractor capacity. Separate consultant has prepared the design and shall perform the direct site supervision. Cooperation with the local community in the construction process is to be encouraged.

D. Request for Proposals No. _____ ([NUMBER]) dated _____ [DATE], as amended by _____ [LIST AMENDMENTS AND DATES] TOGETHER THE "REQUEST FOR PROPOSALS", a copy of which is attached to this Contract, UNICEF invited bids for provisions of [E.G. NUMBER OF PRIMARY SCHOOLS].

E. By bid dated _____ [DATE], as amended by [LIST OF AMENDMENTS AND DATE] TOGETHER THE "BID", a copy of which is attached to this contract, the Contractor responded to the Invitation to Bid and represented that it is qualified, capable and willing carry out the construction works as described.

F. UNICEF wishes to engage the Contractor to undertake the Works all on the terms and conditions set forth in this Contract; and the Contractor represents that it is qualified, ready, able and willing carry out the Works on the same terms and conditions;
NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. CONTRACT DOCUMENTS

1.1 This document and all annexes hereto, together with the following named documents, which are incorporated herein by reference, constitute the entire Contract (herein referred to as the "Contract" or this "Contract") between UNICEF and the Contractor:

- a) Annex I: Scope of Work
- b) Annex II: Schedule of Completion
- c) Annex III: Schedule of Payments
- d) Annex IV: Performance Guarantee/Performance Bond
- e) The Request for Proposals
- f) The Form of Bid including all attachments
- g) Technical Specifications
- h) Bill of Quantities
- i) Drawings
- j) Correspondence written prior to and during Bidding which clarifies or amends the documents in paragraph (a) to (ih) above
- k) Correspondence written after Bidding up to the signing of the Contract, which clarifies or amends the documents in paragraph (a) to (i) above.

1) Annex A: UNICEF's General Terms and Conditions

1.2 The Contract documents are to be taken as complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the Contract shall be interpreted on the basis of the following order of precedence:

- a) this document;
- b) Annexes I to IV;
- c) Annex A: UNICEF's General Terms and Conditions
- d) The Request for Proposals;
- e) the form of bid including all attachments;
- f) Technical Specifications;
- g) Drawings;
- h) Bill of Quantities.

1.3 The Contract represents the entire and integrated Contract of the Parties with regard to the subject matter hereof and supersedes all prior Contracts, negotiations and representations, either written or oral.

2. DEFINITIONS

In this Contract, the following terms shall have the following meaning:

2.1 Defects: Any part of the Works not completed in accordance with this Contract.

Defect Liability Period: Is the period during which the Contractor is responsible for repairing or rectifying defects that appear in the Works. The period commences upon Substantial completion of the Works and runs until the Final Completion. Retention moneys e.g. 5% of the contractual amount retained as guarantee for the Works shall be return to the contractor by UNICEF upon issuance of the Certificate of Final Completion.

2.2 Drawings: Drawings of the Works, as included in this Contract, and any additional and modified drawings issued by (or on behalf of) UNICEF in accordance with this Contract.

2.3 Equipment: The Contractor's apparatus, machinery and vehicles used in the execution of the Works.

2.4 Laws: All national legislation, statutes, ordinances and other laws and regulations of any legally constituted public authority.

2.5 Materials: Things of all kinds intended to form or forming part of the Works, including the supply-only materials.

2.6 Site or Sites: The place or places where the Works are to be executed and any other place defined as such in the Drawings and Contract Documents.

2.7 Specifications: The Technical Specifications of the Works included in this Contract and any modifications or additions approved by UNICEF.

2.8 Suppliers: Persons or entities that entered into a Contract directly with the Contractor to supply materials and equipment fabricated specifically for the Works.

2.9 Works: Permanent and temporary Works required by the Contract Documents as set forth in this Contract.

2.10 Designated Representative: The officer designated to represent UNICEF as in the contract. In addition, UNICEF may use the services of a Consultant to supervise the works carried out by the Contractor as provided by Article 2.11 of this Contract.

2.11 The Consultant: The person or company that has been engaged by UNICEF to carry out the design of the project and assist in the project implementation and the day to day supervision and inspection of the works.

3. GENERAL OBLIGATIONS OF THE CONTRACTOR

3.1 The Contractor shall, with due care and diligence, execute and maintain the Works and provide all labor, materials, equipment, transportation and other facilities necessary to substantially complete the Works by the Substantial Completion Date, and in accordance with the Contract Documents and the standards defined by this Contract.

3.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction and for security of the Site itself, including the security of all Materials stored or used on the Site.

3.3 The Contractor shall submit material samples, and relevant information, in sufficient time for the UNICEF to complete review of samples. Each sample shall be labeled as to origin and intended use in the Works. All materials used in the course of these Works shall be new and proper for their use. No reusable materials coming from the Site shall be used unless permitted by the UNICEF. Other materials shall be stored on Site until the end of the Works. All materials, equipment and products shall be installed in accordance with the written recommendations of the manufacturer.

3.4 The Contractor shall not permit any laborer's, mechanic's or other similar lien (hereinafter, referred collectively, as "Lien") to be filed or otherwise imposed on any part of the Works, or the premises of UNICEF. If any Lien is filed or otherwise imposed, and if the Contractor does not cause such Lien to be released and discharged forthwith, or file a bond in lieu thereof, UNICEF shall have the right, but not the obligation, to pay all sums necessary to obtain such release and discharge, and to deduct all amounts so paid from moneys otherwise due the Contractor.

3.5 When required, the Contractor shall cooperate and share the Site with other contractors and public authorities.

3.6 The Contractor shall take full responsibility for the care of the Works and the materials and plant for incorporation in the Works from the commencement date of the Contract until the issuance of the Certificate of Substantial Completion by UNICEF, and UNICEF taking the facilities into use. Provided that the Contractor shall retain full responsibility for any outstanding part of the Works, materials or plant which the Contractor requires during the period necessary to complete the Defects Liability Period obligations.

3.7 The Contractor shall hand over the Operations and Maintenance manual as part of Annex I of Form of Contract and General Conditions of Contract within 14 (fourteen) days of the date of the Certificate of Substantial Completion, as described in Article 17 of this Contract.

3.8 The Contractor shall designate and notify UNICEF in writing the name of a Representative on each Site or part of the Works.

4. GENERAL RIGHTS AND OBLIGATIONS OF UNICEF

4.1 UNICEF, shall have unlimited access to supervise the Works. UNICEF shall have the right to review the type, quantity and quality of materials and workmanship used in the Works to ensure compliance with the Contract Documents and the standards defined by this Contract.

4.2 UNICEF shall issue all certificates upon satisfaction of conditions necessary for the issuance of such certificates, supply all necessary information and written instructions for the Contractor to carry out the Works properly.

4.3 Further to Article 4 of this Contract, UNICEF shall hand over the site(s) to the Contractor within _____ [e.g. 5 -five-] working days from the Effective Date of this Contract to enable the Contractor to proceed in accordance with this Contract.

4.4 UNICEF shall have the right to issue, and the Contractor shall comply with, additional instructions. Such additional instructions shall complement and/or clarify the Contract Documents and shall have no effect on the definition of the Works, the Prices and/or the Substantial Completion Date(s). Such instructions may take the form of technical specifications, drawings, samples, models or instructions.

5. APPROVAL BY UNICEF

5.1 Approval or acceptance of any part of the Works by UNICEF shall not relieve the Contractor of any of his obligations or responsibilities under the Contract.

6. PROJECT AUTHORITY

6.1 UNICEF and the Contractor shall each nominate a Project Authority who shall be responsible for the day-to-day liaison and management of the Contract.

7. CONTRACT PRICE

7.1 In full and final consideration of the complete and satisfactory performance of its obligations hereunder, UNICEF shall pay the Contractor the following amounts in respect of the completion of the Works (the "Contract Price"):

No/NAME OF PLACE/DISTRICT/SUB-DISTRICT/VILLAGE/PRICE _____

[1/ E.G. SCHOOL 1/ DISTRICT 1/ SUB-DISTRICT 1/ VILLAGE 1/ PRICE 1]

[2/ E.G. SCHOOL 2/ DISTRICT 2/ SUB-DISTRICT 2/ VILLAGE 2/ PRICE 2]

TOTAL CONTRACT PRICE: _____ [AMOUNT & CURRENCY]

7.2 The price is not subject to any adjustment or revision because of price or currency fluctuations, the actual costs incurred by the Contractor in the performance of its obligations hereunder or modifications to this Contract or the Contract Documents without a duly signed amendment in accordance with Annex A: General Terms and Conditions.

7.3 All References to fees in Annex A: General Terms and Conditions shall be understood to mean Contract Price.

8. SCOPE OF WORK

8.1 The Contractor shall complete the Works as described in Annex I - Scope of Work.

8.2 The Contractor shall comply with the norms and technical standards applicable to the relevant construction as defined by the Government of _____ [E.G. INDONESIA AND THE PROVINCES OF _____] [OR AS DEFINED IN THE TECHNICAL SPECIFICATIONS ATTACHED TO THIS CONTRACT].

9. SCHEDULE FOR COMPLETION OF WORKS

9.1 The Contractor shall commence and complete the Works in accordance with the schedule set out in Annex II - Schedule of Completion.

9.2 A works diary shall be kept at the Site and maintained daily by the Contractor. This diary shall describe all works started and completed each day and shall be checked periodically by UNICEF.

10. PROGRAM TO BE SUBMITTED

10.1 The Contractor shall within 14 (fourteen) days of the date of this Contract submit to UNICEF a program for the execution of the Works. The program should contain all activities required to carry out the Works, and specifically note all critical activities, including critical path, and critical inspection points.

10.2 If at any time, it should appear that the actual progress of the work does not conform to the program, a revised program shall be submitted, showing modifications necessary to ensure completion on time.

10.3 Submission by the Contractor and acceptance by UNICEF of such program or revised program shall not relieve the Contractor of any of their duties or responsibilities under the Contract.

11. SETTING-OUT

11.1 The Contractor shall be responsible for the accurate setting-out of the Works in accordance with the Drawings, including lines, levels, positions, dimension, alignments, etc. of all parts of the Works.

11.2 Bench marks shall be established by UNICEF at all sites, and shall be available for the setting out. The Contractor shall be responsible for maintaining and protecting the bench marks at all times.

11.3 If at any time during the execution of the Works errors are found in this setting-out, the Contractor shall, at his own cost, rectify such error to the satisfaction of UNICEF.

12. MATERIALS AND TESTS

12.1 Further to the requirements of Article 3.3 of this Contract, all materials, plant and workmanship shall be:

- a.- of the respective kinds described in the Contract; and
- b.- subjected to tests as detailed in the Technical Specification.

12.2 UNICEF may request additional tests at anytime. Such tests may be performed on site, at the place of manufacture or at such other place as may be specified or agreed by UNICEF. The Contractor shall provide all necessary assistance for obtaining the samples for testing, and shall provide the samples and carry out the testing at his own cost. UNICEF may at its own discretion take samples and carry out tests in addition to those done by the Contractor.

13. QUALITY CONTROL

13.1 The Contractor shall, before start of construction, provide to UNICEF their plan for assuring that the quality of the work shall be to the requirements of the Contract, and describing the methods intended to be used for quality control of materials, plants and workmanship used in the Works.

14. INSPECTION

14.1 Further to the requirements of Article 3 of this Contract, UNICEF shall at all times be given access to the site or to any place of fabrication of materials or plant to be supplied under the Contract, in order to inspect and request testing of such materials or plant, and the Contractor shall make arrangements for such tests to be carried out at his own cost.

14.2 Any materials or plant found not to be in accordance with the Contract shall be rejected by UNICEF and shall be removed from site immediately.

15. RATE OF PROGRESS

15.1 If for any reason, which does not entitle the Contractor to an extension of time as provided by Article 16.1 of this Contract, the rate of progress of the Works or any section of the Works is at anytime considered by UNICEF to be too slow to comply with the time for completion, the Contractor shall immediately take such steps as are necessary to expedite progress so as to be able to complete the Works on time. The Contractor shall not be entitled to any additional payment for taking such steps.

16. DELAYS AND EXTENSION OF TIME

16.1 The Contractor may be entitled to an extension of time in the event of the following:

- 1) a substantial increase in the amount of work to be done under the Contract;
- 2) exceptionally adverse climatic conditions; or
- 3) other special circumstances which may in the Contractor's opinion prevent or hinder the progress of the Works.

16.2 The Contractor shall immediately inform UNICEF of the need for extension of time, and within 14 (fourteen) days from the occurrence of the event, provide all necessary details of the occurrence to enable UNICEF to make an assessment of the entitlement. UNICEF may at its sole discretion grant such extension of time as it considers reasonable under the circumstances.

17. SUBSTANTIAL AND FINAL COMPLETION

17.1 Prior to Substantial Completion, UNICEF and the Contractor shall inspect the Works at each Site to identify any defects resulting from defective materials or poor workmanship, and agree on the period required for the Contractor to correct all defects. UNICEF shall issue a certificate of substantial completion (the "Certificate of Substantial Completion") provided that all defects are corrected and the Works are satisfactory according to the Contract Documents and the standards defined by this Contract.

17.2 The Works shall be deemed substantially completed when they are completed in accordance with the Contract Documents and the standards defined by this Contract or when they are effectively used for the purpose for which they are intended.

17.3 Upon signature of the Certificate of Substantial Completion at each Site, the Site and Works shall be taken over by UNICEF.

17.4 UNICEF and the Contractor shall carry out a final inspection at each Site (the "Final Inspection") [EG. SIX (6) OR TWELVE(12)] months after the issuance of the Certificate of Substantial Completion for the Site. The Works shall be deemed to be finally completed when all Defects that have become apparent during the [12 months] after the issuance of the Certificate of

Substantial Completion have been remedied by the Contractor and UNICEF considers the Works to be satisfactory according to the Contract Documents and the standards defined by this Contract. UNICEF shall then issue a Certificate of Final Completion.

18. COMPLETION AND TAKE OVER

18.1 The Work is defined as taken over by UNICEF at the time of the issuance of Certificate of Substantial Completion, as described in Article 17 of this Contract. The issuance of Certificate of Final Completion shall be deemed to be the date of the actual completion of the Contract.

18.2 The condition described in Article 17.4 of this Contract shall be deemed to mean the final taking over of rectified defects and outstanding parts of the Works, as defined in accordance with Article 17.2 of this Contract.

18.3 The contractor shall provide an Operation and Maintenance manual for the building and any equipment installed, containing all warranties. The contractor shall also train the staff of the beneficiary facilities or relevant authorities on basic operation and maintenance requirements and procedures.

18.4 The operation, maintenance, safety and insurance of the buildings upon handing over by the contractor to UNICEF are within the responsibility of UNICEF until the transfer of ownership to the Government. UNICEF will hand over the constructed/ rehabilitated buildings to the Government at the same time of the reception of the building from the contractor, no later than the 'Substantial Completion Date'.

19. TAKING OVER OF SECTIONS OR SEPARABLE PARTS OF THE WORKS

19.1 In accordance with the procedure set out in Article 18 of this Contract, the Contractor may request and UNICEF may agree to issue a Certificate of Substantial Completion in respect of:

1. any substantial part for which a separate time for completion is provided in Article 9 of this Contract; or
2. any substantial part of the Works which has been both completed to the satisfaction of UNICEF, and may be occupied or used by UNICEF or the beneficiaries.

19.2 Such Certificate of Substantial Completion for a part of the Works shall not relieve the Contractor of his responsibilities under the Contract, and the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work and rectification of defects in that part of the Works during the Defects Liability Period as provided in Article 27 of this Contract. A separate Defects Liability Period shall apply for each separate section or separable part taken over in accordance with the above

20. STRUCTURAL INTEGRITY [ONLY FOR COMPLEX STRUCTURES LIKE WATER SUPPLY SYSTEMS OR MULTI-STORY BUILDINGS]

20.1 The Contractor shall provide a written guarantee of the integrity of the structure of the

building, which shall remain valid for a period of at least ten (10) years. The guarantee shall be submitted to UNICEF prior to issuance of the Certificate of Substantial Completion.

21. EXAMINATION OF WORK BEFORE COVER UP

21.1 The Contractor shall afford full opportunity for UNICEF to examine and measure any such part of the Works which is about to be covered up or put out of view. Unless specifically agreed in writing, no part of the Works shall be covered up or put out of view without the approval of UNICEF. A specific list of construction elements ("inspection" points and "hold" points) to be inspected before cover up shall be agreed in advance. The specific construction points defined as "hold" points shall require a written signature of acceptance by UNICEF before cover up. The Contractor shall give UNICEF ample time to arrange the necessary examination.

22. ACCEPTANCE OF THE WORK

22.1 UNICEF shall have a reasonable time after completion of the Works or part of the Works, and before issuance of the Certificate of Substantial Completion, to inspect the Works and to reject and refuse acceptance of Works not conforming to the Contract. Inspection prior to completion of Works does not relieve the Contractor from any of its obligations under the Contract.

23. INVOICING INSTRUCTIONS

23.1 The Contractor shall submit the original invoice in accordance with process set out in Article 3.2 of Annex A: UNICEF General Terms and Conditions of Contract (Service) to the following address: _____

[E.G UNICEF CHIEF FIELD OFFICER
ATTENTION: CONSTRUCTION UNIT
UNICEF BANDA ACEH ZONE OFFICE
JLN. MASJID SHADAQAH NO. 2 - LAMLAGANG
BANDA ACEH 23234]

24. PAYMENT

24.1 The Price for the Works shall become payable in accordance with the payment schedule(s) set out in Annex III.

24.2 All payments shall be made by UNICEF to the following bank account of the Contractor:

Name of Bank: _____

Account Number: _____

Address of Bank: _____

25. ADVANCE PAYMENT GUARANTEE

25.1 The Contractor shall, no later than five (5) working days following the effective date of this Contract as set forth in Article 44 of this Contract, at its own expense furnish an Advance Payment Guarantee in the amount of minimum ten percent [(E.G. 10% OR 20%)] of the Contract Price substantially in the form set forth in Annex IV, and with such Surety or Sureties as shall be

approved by UNICEF

26. PERFORMANCE GUARANTEE

26.1 The Contract must be accompanied by a Performance Guarantee unconditional and cashable on demand of [E.G. 10% (TEN PERCENT)] of the total cost of the services. The Performance Guarantee may be in the form of a bank guarantee in [E.G. SRI LANKAN RUPEES] issued by a bank located in [E.G. SRI LANKA] and acceptable to UNICEF.

26.2 The Performance Guarantee shall remain valid 30 days after the expected Substantial Completion of the works according to the draft timeline. If for any reason the works are delayed, the Contractor shall have to submit a new Performance Guarantee valid 30 days after the revised Substantial Completion of the works. This new Performance Guarantee shall be submitted at least two months before the expiring date of the original Performance Guarantee.

26.3 If the Contract allows for taking over of sections or separable parts of the Works as provided by Article 19 of this Contract, the Performance Guarantee shall be valid until the issuance of the last Certificate of Substantial Completion.

26.4 The Performance Guarantee shall be released 30 days after issuance of the Substantial Completion Certificate.

26.5 UNICEF shall have the right to claim payment on the Performance Guarantee in the event that the Contractor does not comply with contractual commitment and deliverables.

27. DEFECT LIABILITY PERIOD

27.1 The Contractor shall:

- (a) allow for retention money of _____ [E.G. 5%] of the contractual amount retained as guarantee. The retention money shall be paid to the contractor by UNICEF upon issuance of the Certificate of Final Completion. Or,
- (b) submit to UNICEF a Defect Liability Period Guarantee unconditional and cashable on demand of the value of _____ [E.G. 5%] of its contractual amount upon issuance of the Taking Over Certificate. This Defect Liability Period Guarantee shall be valid for the duration of the Defect Liability period _____ [E.G. SIX (6) OR TWELVE 12-MONTH] plus 30 days. This guarantee shall be returned to the Contractor 30 days after issuance of the Final Completion Certificate.

27.2 UNICEF has the right to claim payment on the Defect Liability Period in the event that the Contractor does not comply with contractual commitments and deliverables.

28. INTEREST ON GUARANTEES

28.1 UNICEF shall not pay any interest on Guarantees provided in Articles 25, 26 or 27 of this Contract or any other Guarantee provided by the Contractor.

29. DEFAULT BY CONTRACTOR

29.1 In case of default on the part of the Contractor in performing any part of the Works or in carrying out an instruction issued by UNICEF within a reasonable time, UNICEF shall be entitled to employ and pay other persons to carry out the same. Costs consequent thereon or incidental thereto shall be deducted by UNICEF from any monies due or to become due to the Contractor.

30. LIQUIDATED DAMAGES

30.1 If the Contractor fails to complete the Works in accordance with the dates stipulated in Article 9 above, UNICEF shall have the right to deduct from any payment due to the Contractor the amount of one tenth of a per cent (0.1 %) of the Contract Price per day of delay up to a maximum of ten per cent (10%) of the Contract Price. These liquidated damages shall not relieve the Contractor of his obligations or responsibilities that he may have under the Contract.

31. SITE INSPECTION BY THE CONTRACTOR

31.1 The Contractor shall have inspected and examined the Site, its surroundings, data on sub-surface and hydrological conditions and environmental aspects. The Contractor shall be responsible for the correct positioning of the Works and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

31.2 The Contractor is required to thoroughly familiarize itself with the conditions on site as provided by Article 31.1 above. This may include geotechnical and other site or environmental investigations as the Contractor deems necessary, at the Contractor's own cost.

31.3 For some sites preliminary site surveys and investigations shall be made available to the Contractor. These shall be for information only and are made available without prejudice, and shall not constitute any contractual guarantee by UNICEF.

31.4 The Contractor shall be deemed to have satisfied himself of the adequacy of his Bid price to cover all his obligations under the Contract.

32. FIRE PREVENTION

32.1 The Contractor shall be responsible for fire prevention on the Site where the Works are being performed. Fire fighting equipment shall be kept on Site and under the control of the Contractor at all times during the period when Works are taking place on the Site and during rest breaks. The Contractor shall ensure that his employees and sub-contractors can operate the fire fighting equipment. All fire fighting equipment must be in good working condition. The Contractor's employees and sub-contractors shall carry out any operations requiring exposed flame or welding in a careful and safe manner.

33. SITE CLEANLINESS

3431 The Site shall be kept clean of debris at all times. Progressively and at the end of the Works, the Contractor shall, according to the instruction of UNICEF, clean and keep clean the

buildings and the Site.

33.2 Upon the issuance of the Certificate of Substantial Completion as provided by Article 17 of this Contract, the Contractor shall clear away and remove from site all equipment, surplus materials, rubbish and temporary works of every kind, and leave the site in a clean and functional condition.

34. CARE OF THE ENVIRONMENT

34.1 The Contractor shall ensure that minimal damage occurs to the environment, the vegetation, existing structures and utilities as a result of the Works. The Contractor shall be responsible to remedy damage, other than minimal damage, to the environment, the vegetation, existing structures and utilities at no cost to UNICEF.

35. TRAFFIC AND PROTECTION OF ROADS, PROPERTIES AND SERVICES

35.1 The Contractor shall carry out all work in connection with this Contract so as not to interfere unnecessarily or improperly with the convenience of the public and with access to, use and occupation of roads, footpaths, public services or property not in the Contractor's possession.

35.2 The Contractor shall use every reasonable means to prevent damage to roads, bridges and services, and shall select routes and limit extraordinary traffic to avoid unnecessary damage or injury.

35.3 Where necessary to divert or control traffic, the Contractor shall, in cooperation with traffic control authorities if required, provide all necessary facilities and resources at his own cost.

35.4 The Contractor shall be responsible for and shall pay the cost of any strengthening or improvement of routes to the site, in order to facilitate movement to site of equipment, temporary works, materials, etc. This shall apply to all necessary relocation of services.

35.5 The above shall also apply to any waterborne traffic required for the Works, in so far as it may affect docks, jetties, sea walls, etc.

35.6 The Contractor shall bear all costs and charges for special or temporary permits required in connection with access to site.

36. REPORTING AND RECORDS

36.1 The Contractor shall provide regular reports detailing the progress of the Works, costs incurred and estimate of time and costs to completion. Reports shall be submitted on a monthly basis in a format to be mutually agreed upon by the Parties within ten (10) days after signing of this Contract.

36.2 The Contractor shall maintain records and receipts for the purchase of all Materials and remuneration of labor used in the Works and shall make such records and receipts available for

inspection by the Designated Representative, upon request.

37. SAFETY OF CONTRACTOR'S PERSONNEL AND SUB-CONTRACTORS

37.1 The Contractor shall take all possible care to safeguard his employees and any person visiting the Site from danger to life or health, and shall issue his employees with appropriate safety protection equipment required by the relevant regulations. Safety rules shall be established for the Site, and shall be made readily available to all personnel. All personnel shall receive adequate safety training. Any person found violating safety procedures shall be liable for dismissal from the Site.

37.2 In case of any accident or mishap occurring at Site, the Contractor shall provide a full report of such incidence to UNICEF within one day of the incident occurring, giving probable reasons for the accident and any steps the Contractor shall take to avoid recurrence.

37.3 None of the Works shall be carried on during the night or on locally recognized days of rest without the consent of UNICEF, except when work is unavoidable or absolutely necessary for the protection of life or property, or for the safety of the Works.

38. LOSS OR DAMAGE

38.1 If any loss or damage occurs to any part of the Works, materials or plant for incorporation in the Works during the period of this Contract, the Contractor shall at his own cost rectify such loss or damage to the full satisfaction of UNICEF.

39. ADDITIONAL INSURANCE

39.1 In addition to the insurance the Contractor is obliged to procure and maintain in accordance with Annex A: General Terms and Conditions, the Contractor shall insure the Works, together with materials and plants for incorporation in the Works, to the full replacement cost during the time this is in the care of the Contractor.

40. FOSSILS, CULTURAL HERITAGE, ETC.

40.1 Any fossils, coins, articles of value or antiquity and structures or things of geological, archaeological or cultural interest discovered on site shall, for the purpose of this Contract, be deemed to be the property of UNICEF. The Contractor shall take all reasonable precautions to prevent removal or damage to any such article or thing, and shall immediately notify UNICEF of such discovery. UNICEF shall, in each case, decide on course of action for dealing with what has been discovered.

41. SUSPENSION BY UNICEF

41.1 Without prejudice to any other rights and remedies available to it, UNICEF may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor or the Contractor's obligation to continue performance under this Contract, if in UNICEF's judgment:

41.1.1 Any conditions arise which interfere, or threaten to interfere, with the successful completion of the services under this Contract, the execution of the Works or the accomplishment of the purpose thereof; or

41.1.2 The Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

41.2 After suspension under Article 41.1 above, the Contractor shall be entitled to reimbursement by UNICEF of actual and substantiated costs resulting from commitments entered into in accordance with this Contract prior to the commencement period of such suspension. The Contractor undertakes to use best efforts to minimize any such costs and shall include a provision in its contracts with sub-contractors, which entitles it to suspend such sub-contracts during any suspension period under this Contract.

42. TERM

42.1 This Contract shall commence on the Commencement Date and terminate upon payment of the final installment of the Contract Price; provided however that either Party may exercise its right to early termination in accordance with this Contract.

42. VARIATIONS

42.1 Further to the requirement under Annex A: General Terms and Conditions, if the total scope of work is changed either by:

- 1) UNICEF ordering or requesting an increase or decrease in the scope of work, or
- 2) special conditions on site necessitating a change to the scope of work

42.2 The Contractor shall send a request for variation as soon as he becomes aware of, or should have become aware of, the need for a variation. Within 14 (fourteen) days the Contractor shall provide all necessary details of the variation to enable UNICEF to make an assessment of the entitlement.

42.3 Such variation shall be valued by UNICEF in accordance with the rates shown in the Bill of Quantities in so far as they are applicable, and the monies due to the Contractor shall be increased or decreased accordingly.

42.4 If the rates in the Contract are not considered to be appropriate or applicable, UNICEF shall for the purpose of valuation of variations fix such other rates as are considered reasonable.

42.5 No work shall proceed on any variation without a written instruction to that effect by UNICEF.

43. NOTICES

43.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing in accordance with Article 10.1 of Annex A: General Terms and

Conditions of Contract – Services, and addressed and sent by registered mail or facsimile to such Party as follows.

a) If to UNICEF:

UNICEF, the United Nations Children's Fund _____]

Attn: The Representative

b) If to the Contractor:

Tel: _____

Fax: _____

Attn: _____

44. EFFECTIVE DATE

The effective date of this Contract shall be the date both Parties have signed the same