

REQUEST FOR PROPOSAL

LRPS- 9173680

08 March 2022

UNITED NATIONS CHILDREN'S FUND - (UNICEF) Liberia is inviting proposals from reputable & qualified companies with technical radio broadcasting expertise capacity to design, supply, install and commission a Studio Radio station and transmission equipment in Liberia for Distance Education.

OFFERS SHOULD BE EMAILED TO:

UNICEF Liberia

[*lbr.bids@unicef.org*](mailto:lbr.bids@unicef.org)

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-2022- 9173680** must be shown on your offer.

Prebid Meeting: March 22 @ 2pm GMT

Offers **MUST** be received by latest **COB** Liberia local time on **Monday, 4th April 2022**. Proposals received after the stipulated date and time will not be accepted.

FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION OF YOUR OFFER.

Annex 1 – UNGM Self Registration
Annex II – Financial Proposal BOQ

THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By: **Henson King** *Henson King* 15March 2022
(To be contacted for additional information, NOT FOR
SENDING PROPOSALS)
Email : hking@unicef.org Email : rkwabo@unicef.org
231770267308 231770267301

Verified By: *Matloob malik*
Matloob Malik
Procurement Services Manager
(To be contacted for additional information, AND NOT FOR
SENDING PROPOSALS)
mmalik@unicef.org

PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Invitation to Bid/Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFP shall contain UNICEF's General Terms and Conditions (as attached) together with specific terms and conditions as detailed herein.

INFORMATION

Any request for information concerning this invitation, must be forwarded in writing by email or by fax, to the person who prepared this document, with specific reference to the RFP number.

DECLARATION

The undersigned, having read the Terms and Conditions of [LRPS- 9173680](#) set out in the attached document, hereby offers to supply the goods/services specified in the schedule at the price or prices quoted, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the document.

Name of authorized representative: _____

Title: _____

Signature: _____

Date: _____

Supplier Name: _____

Postal Address: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Validity of Offer (not less than 90 days): _____

Currency of Offer: _____

TERMS OF REFERENCE (TOR)

LIBERIA MINISTRY OF EDUCATION (MOE) RADIO LEARNING PLATFORM

Project Title	SUPPLY, INSTALLATION AND COMMISSIONING OF PROPOSED RADIO STATION FOR DISTANCE EDUCATION
Purpose	The purpose of the tender is to procure the goods and services from a qualified competent company with technical radio broadcasting expertise to design, supply, install and commissioning studio radio equipment and transmission equipment for a radio station to fulfill the educational sector need for continuity of learning for all children in Liberia.
Expected fee	TBD
Location	Liberia
Duration	30 th March – 30 th June 2022 (3 months)
Start Date	30 th March 2022
Reporting to	Chief of Education - UNICEF Liberia
Budget Code/PBA No	SC 200371
Project and activity codes	Output 2.4.2

1.0 Background and Rationale:

Following the massive destruction of the educational infrastructure by the civil war, poor level of schooling in the country, COVID-19 and Ebola diseases negative impact on education sector, the Government of Liberia initiated the modernization of Liberian Education Sector through the Ministry of Education (MoE) using Teaching by Radio program by installing new smart and state of art studio equipment and powerful FM radio transmission network countrywide. New FM transmitters shall be installed at eight (8) LBS transmission sites which will host MOE Radio Learning Platform (Congo Town, Tubmanburg, Buchanna City, Gbarnga City, Sanniquele, Greenville, KAKATA City, Voinjama). In addition, IT streaming infrastructure shall be installed to facilitate the teaching by Radio programs availability on different social media platforms for beneficiaries to get the content wherever they are. This project will be funded and supported by Liberia UNICEF management.

Justification:

The process of assessing and procuring the radio station that will serve the purpose expressed by the MoE is quite a complicated one. This will entail technical assessment of reach, placement and suitability of all conduit stations that will be installed. Selection of the right institutions for the process is also one that will require a lot of technical expertise in supervision and quality assurance that is not currently resident within the Education Programme Team nor the Ministry of Education.

Because the COVID-19 pandemic has opened up gaps in the reach of education to marginalized children and has compelled the MoE to think of ways on ensuring that these children are reached wherever they are, adequate attention is required to ensure that this need is met for the MoE. This initiative had further been justified by the fact that during the pandemic and time of forced closure of schools, the MoE had made successful attempts to reach children through remote and home-based learning; and devoted additional effort in using the radio platform to reach families in more remote communities thus validating the potentials for use of the radio platform as proposed. The option of addressing this the commercial way as had been done then, had entailed an expenditure that was beyond the MoE to handle as the radio stations were reluctant to dedicate significant airtime to educational programmes and even when they did, slotted them in at a time that the children could not watch. This compelled the MoE to seek alternatives and the EiE project was a huge opportunity not to miss. The fact that this radio station will be dedicated to educational broadcasts round the clock and children and their families would tune into lessons and topics that suits their age and level of education is a huge justification for this project. These make a case for ensuring that the right expertise is procured to ensure that the purpose of establishing this learning platform is perfectly served.

2.0 Objectives/Purpose:

The physical schools closure crisis to curb COVID-19 pandemic and Ebola disease spread in the country made the Ministry of Education embark on ICT-led response strategies to support continued access to education.

The main objective of MOE project is to put-up a national education Radio program goes beyond remote learning during Covid-19 or any other obstacle to physical classroom attendances.

MOE is strongly committed in developing a sustainable and interactive e-teaching and e-learning platforms for a continuous educational service.

For this to be realized, MOE in setting-up and operationalization of the national education Radio program needs to:

- 1) Make decision on embracing appropriate approaches for content development and its delivery.
- 2) scrutinize the learning behaviours of the targeted beneficiaries and strategies to increase the uptake of the program nationwide;
- 3) Select the cost-effective and sustainable approach to set-up and operationalize Radio programs.

Through this, MOE will be able to leverage the existing local knowledge and foreign expertise, media communication regulations and infrastructure to ensure the convenient and successful implementation of this project.

The purpose of this tender is to procure the goods and services from a qualified company with technical radio studio and transmission broadcasting expertise. The company shall refurbish the existing building to meet the requirements of a broadcasting house. The company shall prewire and factory test, supply, install and commission the studio radio equipment, FM transmission equipment, other related equipment to have a full functioning radio station countrywide.

This tender is a turnkey project as per attached architectural drawings and BoQ. Therefore, the bidder must qualify for all the below activities

3.0 Detailed description of the essential technical assignments and services:

Activity No.	Activity description
3.0 Summary of technical assignments and Services	
1	- Conduct site visits for relevant technical assessments
2	- Refurbishment of the building to meet the requirements of a broadcasting house
3	- Prewiring and factory test, supply, install and commissioning of new state of art smart studio equipment
4	- Supply, install and commissioning of 30 KVA solar energy power source
5	- Supply, install and commission the transmission system and related activities
6	- Supply, install and commissioning of electrical system
7	- Develop and provide the training packages
8	- Review and align quotes as per Architectural and audiovisual drawings
3.1 Conduct site visits for relevant technical assessments	
3.1.1	Conduct visits to proposed project sites (refer to MoE radio studio design, soundproofing project, transmission tower survey assessment and description of transmission sites documents)
3.1.2	Review the BoQ technical requirements and adjust them if the company is supplying equivalent models to ensure the successful operationalization of the radio station. <i>(This should be clearly stated in your proposal)</i>
3.2 Refurbishment of the building to meet the requirements of a broadcasting house	

3.2.1	- Refurbishment of Radio Leaning building to accommodate smart radio equipment and meet radio broadcasting environment requirements
3.2.2	- Carrying out the studio soundproofing services (walls, ceiling and floor)
3.2.3	- Painting all necessary areas of the radio building
3.2.4	- Provide professional soundproofing doors
3.2.5	- Provide studio artboard mockup well designed assets for radio broadcasting
3.3 Prewiring and factory test, supply, install and commissioning of new state of art smart studio equipment	
3.3.1	- Prewiring and factory test, supply, install and commissioning of audio studio equipment
3.3.2	- Prewiring and factory test, supply, install and commissioning of live streaming video production equipment
3.3.3	- Prewiring and factory test, supply, install and commissioning of audio control equipment
3.3.4	- Prewiring and factory test, supply, install and commissioning of IT radio infrastructure (Central Technical Area) and related equipment
3.4 Supply, install and commissioning of 30 KVA solar energy power source	
3.4.1	- Purchase and provide solar panels and all necessary kits
3.4.2	- Connect the solar energy to the Radio station building to supply the building, studio equipment and central technical area, newsroom and control rooms - Install all necessary electrical cables, circuit breakers and ATS (Automatic Transfer Switch) between the main electrical grid and Solar energy power - Solar power should be as per specified in the BOQ. <i>(Please indicate clearly if you are supplying equivalent)</i>
3.5. Supply, install and commission the transmission system and related activities	
3.5.1	- Dismantling of any other unused material mounted on selected towers to free up space for new antenna system to ensure maximum performance of the FM transmission system after installation
3.5.2	- Supply, install and commissioning of the new FM transmitting system at eight transmission sites (transmitters, antennas and additional requirements to ensure the transmission system is functional) and make sure the installed equipment are grounded to the earthing system.
3.6. Supply, install and commissioning of electrical system	
3.6.1	- Supply, install and commissioning of electrical system: extension of electrical distribution board and install new electrical distribution board for FM installation
3.6.2	- Supply, install and commissioning of electrical system: Automatic Voltage Regulator, UPS, electrical cables, circuit breakers, Surge suppressor, etc.
3.7. Develop and provide the training packages	
3.7.1	- Training of the radio operators and engineers on the studio state of art equipment system
3.7.2	- Field training for transmission engineers to the new installed transmission system
3.7.3	- Training of radio teachers/journalists and radio teachers/producers on content production

3.8. Architectural and audiovisual drawings

3.8.1	Detailed architectural drawings for the radio studio building - as per attached
3.8.2	Detailed drawing for the audiovisuals system and transmission system - as per attached

4.0 Expected Deliverables within 90 days (The delivery schedule to be provided by the bidders)

No.	Deliverables	Start date	Finish date
1	Deliverable 1: Refurbishment of the studio building completed		
2	Deliverable 2: Ready soundproofed studios		
3	Deliverable 3: Have studios, control room, Technical Area equipment successful supplied, installed and good working order ready for airing live and recorded programs. Live radio streaming equipment is successfully installed and ready to operate		
4	Deliverable 4: Successful FM transmitters and antenna systems installed and functioning at all six transmission sites		
5	Deliverable 5: Solar energy installed up and running		
6	Deliverable 6: All necessary electrical components are installed at studio building and at all selected transmission sites		
7	Deliverable 7: Training packages are well delivered		
8	Deliverable 8: Weekly progress reports of the implementation plan		
9	Deliverable 9: As built architectural and audiovisual drawings soft and hardcopies submitted (Operational manual)		

5.0 Payment Terms

Nr	Payment conditions	Percentage of the contract price
1	Upon presentation of shipping documents and factory test reports	20%
2	Upon presentation of goods inspection report / approved delivery note signed by the MoE on behalf of UNICEF; certified by representative of UNICEF	20%
3	Upon completion of Refurbishment of the studio building, studios soundproofing and air-conditioning system	20%
4	Upon completion of radio studio equipment and transmission	

	equipment, Solar energy installation and related services (training, electrical installation, insurance, proof of warranty document, as built drawings, etc.) installation and commissioning	30%
5	Defect Liability period of one year / Warranty period	10%

6.0 Qualifications criteria of bidder:

Interested companies should meet the following minimum qualifications:

- Prospective vendor MUST either be a manufacturer of the Radio equipment or an integrator or licensed agent with technical expertise for installation
- A minimum of combined five years' experience in media IT platform and Radio/TV broadcast.
- Demonstrated ability to deliver the assignment tasks within four months.
- Present legal documentation proof of providing audio-visual and broadcasting installation services. The documentation shall be delivered and approved by a recognized legal entity.
- Shall provide original manufacturer's authorisation if agent/integrator.
- Shall possess adequate logistical facilities to perform all mentioned assignment tasks with high quality delivered services.
- UNICEF reserves the right to inspect and shall inspect all equipment for quality assurance either prior shipment or upon arrival in Liberia. Only equipment that meets our specification will be acceptable.
- Present the CV's, Academic documents or audiovisual professional certificates for three qualified trainers in audiovisual system, transmission system and content production with high reputable experience in broadcasting industry with IT and audiovisual skills
- Provide a written and signed one-year warranty for the audiovisual and transmission equipment to be supplied
- Provide availability of spares for at least six years from the commissioning date backed with a written commitment to MoE and UNICEF
- should include, but not, limited to the following key staff:
 - Qualified/trained engineers to perform the contracted assignments
 - Dedicated and experienced staff to be involved in execution of contract deliverables (including IT engineer, audio-visual engineer, broadcasting engineer and other relevant technicians).
- Verifiable capacity and ability to pre-finance the contract value; submit audited financial report for two years (the most recent)
- Payments shall be made as per the payment terms listed above.

7.0. Application submission:

All interested qualified companies are invited to submit two separate sealed envelopes 1) Technical bid and 2) Financial bid for the above-mentioned assignments:

- a) The technical bid should include, but not be limited to:
- Profile of bidding company
 - Evidenced document as a manufacturer or Agent representation with manufacturers
 - Methodology of works, to include strategy for managing and executing the project within four months
 - Proposal of work plan and schedule of activities; timeline in a bar chart format as listed in above expected deliverables.
 - Description of similar work experience in a developing country.
 - List of previous successful contracts in developing country in the last 6 years (Submit in a chart with the following columns: Year; employer name & contact details; description of works/services; value of the contract).
 - Qualification and experience of key technical professional staff for this project (submit in a chart indicating: name; position and task). Signed CVs of all proposed key staff must accompany the

submission and it should be noted that substitution of staff during project implementation shall be subject to the approval of UNICEF. A detailed organization chart of the company including the location and staffing of existing offices must also be attached to the offer.

- Capacity to pre-finance at least equivalent of 20% of the contract value. And submit audited financial report for two years (the most recent)

b) The Financial Bid should include the following elements: 30%

- Detailed budget with clear line items including goods, labor and transportation cost (as per attached BoQ)
- Other related costs, if any (please specify)

8.0 Evaluation Criteria

The technical proposal shall be evaluated using 70 points, with minimum passing score of 49 points (70% of 70 points); and the financial proposal shall be 30 points.

Nr	Criteria	Technical Criteria to be published in tender document	Score
1	Technical specification of the equipment compliance	Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided. Provide the technical report for MOE Radio studio on solar energy system. The books (catalogues or data sheets, user's manuals) must be provided together with the equipment and will be considered this upon commissioning.	30
2	References:	4 references in supply and installation of <u>radio and TV broadcasting equipment</u> : Four references of similar contracts successfully completed as follows: <ul style="list-style-type: none"> ✓ The references must be in form of Good Completion Certificates issued by respective clients. ✓ Both references must be related to supply and installation of Radio/TV Broadcasting Equipment. ✓ Both must have at least a minimum value of five hundred thousand USD (500 000 USD). Certificates must be references of recent contracts. (Contracts must have been executed in the last six years). Having experience with UNICEF is an advantage	5
3	Warranty of equipment	Bidder gives warranty, after sale services and equipment one year free of charges written warranty maintenance letter to the Minister of Education for; it must be valid for minimum period of one year and must be issued by the bidder from the signing date of commissioning report.	5

		For the factory assistance after the warranty period is expired, the bidder must ensure that all equipment, spares and automation software are registered to the Radio Owner (Minister of Education). The bidder can submit in the offer for maintenance service level agreement for the following year after the expiration of the one-year free warranty period	
4	Availability of spare parts	Bidder gives commitment letter to UNICEF/MOE for availability of spare parts for the next 6 years Bidders must provide a Letter of commitment that the proposed Equipment are of the latest technology complying with the European and African certified standards and confirms the availability of spares and service support for the next 6 years. The letter of commitment must be issued by bidder.	5
5	Manufacturer, authorization or dealership representation	Mandatory	5
6	Experts in studio design, transmission and installation, set-up and training	The bidder must provide CVs and Academic documents or professional certificates for key staff/experts to carry-out the installation of proposed equipment and three trainers to train Minister of Education staff, with high reputable and hands on experience in broadcasting industry with IT, Telecommunication, audio-visual installation and content production skills. Trainers must possess degree in Information Technology, Communication/media production, Electronics or Telecommunication, with a continuous experience of at least 5 years in Radio/TV broadcasting. The four-networking engineer must possess a degree in Information Technology, Computer Engineering, Electronics or Telecommunication, with a continuous experience of at least 5 years in Radio/TV equipment installation. At least one networking engineer must be locally (Liberia).	10
7	Installation layout and drawings	Institution offering this tender request bidder to submit a proposed Design, layout drawings for IT and audiovisual studio equipment and layout schematic diagrams for transmission system	5
8	Training Plan	Bidders must provide a training plan of MOE	5

		technical staff: On Site Training: A. Transmission equipment. On-site training period must be at least one Month during installation period B. At least two Months of the technical operations & engineering (IT, audio and video) Training during installation and commissioning extended after these services. C. Training for news and content production team for one month The Training can be extended during the warranty and after sale services period. D. Onsite technical assistances and support must be at least 12 Months.	
Total			70

Financial Analysis/Evaluation:

Financial proposal	Score
Competitiveness of the financial proposal. Weight Score determine = $(LS/FP) \times 40$ (LS = Lowest Financial Score; FP = Financial Score of bid under consideration)	30

The lowest bidder will systematically be awarded the maximum of points allocated to the financial proposal which is 30 points. Using a formula working for financial evaluation, each bidder will be given a rating proportional to the difference between its financial offer and the lowest financial offer. The contract will be awarded to the bid that obtains the highest combined technical and financial score, applying the best value for money principle.

There will be pre-bidding conference; a week into the RFP advert. Bidders to indicate interest by sending email to: rkwabo@unicef.org; only those that indicated interest will be sent the online invite through Team

9.0 General Conditions: Procedures and Logistics

- In the case of an institution/firm should have its own office to operate from. UNICEF will not be providing office space. If individual, this will be negotiated with UNICEF.
- In the case of an institution/firm will use their own computers and software. If an individual, this will be negotiated with UNICEF.
- In the case of an institution/ firm should make arrangements and provide their own vehicles, UNICEF will not provide any vehicle. If it is an individual, this will be negotiated separately with UNICEF.
- In the case of an institutional arrangement/firm will provide all materials, equipment, tools, machines and manpower (both skilled and unskilled) needed for full implementation of all works.
- UNICEF will not be paying individual contractor's DSAs and or overtime. All remuneration must be within the contract agreement.
- No contract may commence unless the contract is signed by both UNICEF and the selected contracted firm.
- In the case of an institutional arrangement/firm will make their own travel arrangements and all cost of travels must be within the contract agreement. If an individual, this will be negotiated separately with UNICEF.

1. TRANSMISSION SITES RESPONSIBILITIES MATRIX

(i) Client (MOE) Responsibilities

N r	Minister of Education	Transmission sites					
	Responsibilities	Congo Town	Tubman burg	Buchanna City	Gbarnga City	Sanniquele	Greenvi lle
1	All Taxes and Duties of supplied equipment (in case of foreign companies except withholding taxes)	X	X	X	X	X	X
2	Clearance and free Access to mentioned sites	X	X	X	X	X	X
3	Site security	X	X	X	X	X	X
4	Avail 3-Phase power to mentioned sites	X	X	X	X	X	X
5	Customs clearance of all supplied transmission equipment (in case of foreign companies)	X	X	X	X	X	X
6	Project Supervision and monitoring	X	X	X	X	X	X
7	Removal of all debris or unused equipment removed from the rooms	X	X	X	X	X	X
8	Approval of necessary off-air time for each site to facilitate the equipment installation	X	X	X	X	X	X
9	Communication to the MoE partners to facilitate the contractor to perform his tasks	X	X	X	X	X	X

(ii) Contractor responsibilities

Nr	The contractor Responsibilities	Transmission sites					
		Congo Town	Tubmanburg	Buchanna City	Gbarnga City	Sanniquele	Greenville
1	Implementation schedule within two months from the signing of the contract	X	X	X	X	X	X
2	Shipping and handling of all supplied equipment from Customs	X	X	X	X	X	X
3	Transportation of manpower and all equipment to the mentioned sites	X	X	X	X	X	X
4	Dismantling of existing antenna system to free up space for installation new antenna system	X	X	X	X	X	X
5	Installation of new AVR (Automatic Voltage Regulator), UPS and A/C system	X	X	X	X	X	X
6	Installation of electrical distribution board to supply new equipment	X	X	X	X	X	X
7	Installation of new possible FM antennas to the available free space to provisionally run the FM transmission operations while waiting the dismantling of existing antennas to avail enough space to complete the new antennas installation.	X	X	X	X	X	X
8	Installation of supplied transmitters	X	X	X	X	X	X
9	Installation of supplied antennas and other related transmission equipment	X	X	X	X	X	X
10	FM layout drawings & as-built drawings	X	X	X	X	X	X
11	Acceptance Testing and Commissioning	X	X	X	X	X	X
12	Project closeout documentation	X	X	X	X	X	X
13	Supplying spares and repair of equipment defects during	X	X	X	X	X	X

warranty period						
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2. REFURBISHMENT OF RADIO STUDIO ROOMS AND EQUIPMENT
RESPONSIBILITIES MATRIX

(i) Client (MOE) Responsibilities

Nr	Minister of Education Responsibilities	Studio rooms				
		Live studio	Control studio	Recording room	Newsroom	Server and central technical area
1	All Taxes and Duties of supplied equipment (in case of foreign companies except withholding taxes)	X	X	X	X	X
2	Clearance and free access building area	X	X	X	X	X
3	Avail 3-Phase electrical power to mentioned for studio equipment	X	X	X	X	X
4	Customs clearance of all supplied studio equipment (in case of foreign companies under CIF incoterms offer)	X	X	X	X	X
5	Project Supervision and monitoring	X	X	X	X	X
6	Removal of all any unnecessary materials or unused equipment removed from the rooms	X	X	X	X	X
7	Approval of additional staff or additional necessary equipment	X	X	X	X	X
8	Communication to the MoE partners to facilitate the contractor to perform his tasks	X	X	X	X	X

(ii) Contractor responsibilities

Nr	The contractor Responsibilities	Studio rooms				
		Live studio	Control studio	Recording room	Newsroom	Server and central technical area
1	Implementation schedule within two months from the signing of the contract	X	X	X	X	X
2	Shipping and handling of all supplied equipment from Customs	X	X	X	X	X
3	Transportation of manpower and all equipment from the customs to the building	X	X	X	X	X
4	Building refurbishment to meet broadcasting house requirements	X	X	X	X	X
5	Installation of new AVR (Automatic Voltage Regulator), UPS and A/C system	X	X	X	X	X
6	Installation of electrical distribution board to supply new equipment	X	X	X	X	X
7	Installation of 30KVA solar energy power source to supply the building and Radio studio broadcasting equipment	X	X	X	X	X
8	Installation of supplied studio equipment	X	X	X	X	X
9	audio-visual layout drawings & as-built drawings	X	X	X	X	X
10	Acceptance Testing and Commissioning	X	X	X	X	X
11	Project closeout documentation	X	X	X	X	X
12	Supplying spares and repair of equipment defects during warranty period	X	X	X	X	X

1.0 PROPOSAL SUBMISSION

Applicants should submit their bid responses ONLY by email and clearly indicate in the subject of their email "LRPS-2022- 9173680 – **“Design, supply, install and commission a Studio Radio station and transmission equipment in Liberia.”** Size of email and attachment should be less than 5Mb) and addressed to: lbr.bids@unicef.org

UNICEF also **requires the bidder to be UNGM registered** and share UNGM registration number as part of submission (see registration instruction attached - [Annex 1 page 40](#)).

Pre bid meeting: A virtual pre-bid meeting is scheduled for Tuesday March 22, 2022 at 2PM GMT. a zoom meeting invite will be shared.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand the UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

Your offer shall comprise the following two sets of documents no larger than 5MB each:

- a. Technical proposal inclusive of a clear methodology for this assignment
- b. Financial proposal

1.1 Content of the Technical Proposal

No pricing information should be included in the Technical offer. Failure to comply may incur the risk disqualification. The technical offer should contain information required as stated.

The Terms of Reference (TOR) of the services requested by UNICEF Liberia can be found beginning on pages 4 of this LRPS. Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to the following information:

Overall Response

- Comment to demonstrate comprehension of the Terms of Reference/scope of work
- Advise as to delivery schedules

Division of Responsibility between UNICEF and Contractor

- Advise as to project team
- Provide profiles, resumes and experience of staff (lead consultant and other identified staff who will be involved in the project)
- Roles, responsibilities and reporting lines

Project Methodology

Provide details of the suggested management approach to the project, including:

- Quality of technical submission
- Proposed approach, techniques, synthesis and reporting.
- Description of the approach to quality control*

- Description of the approach to time management
- Progress report schedule and status reviews with UNICEF

Bidder's Corporate Profile

Submit Corporate Brochures

Experience and Expertise

- Demonstrated Experience in undertaking similar tasks
- Provision of at least 3 references from clients for whom the bidder has carried out similar work
- High level statistical analysis capacity
- Knowledge of Liberian context
- Samples of previous similar works

Content of the Financial Offer (See Annex II attached)

Your separate Financial Offer must contain an overall offer in US Dollars. The financial offer must cover all the services to be provided (price inclusive).

UNICEF Liberia is exempt from all direct taxes and customs duties. With this regards, price must be given without VAT.

You are requested to hold your offer valid for one year from the deadline for submission.

UNICEF Liberia standard payment terms are within 30days after satisfactory implementation and receipt of documents (invoice and proof of services performed).

The cost of preparing a bid and of negotiating a contract, including any possible related travel is not reimbursable nor can it be included as a direct cost of the services.

1.2 Submission of Bid

The offer must be submitted with a covering letter on your official letterhead, clearly identifying your company.

Bids should be submitted ONLY by email to the address as indicated: lbr.bids@unicef.org.

The Technical and Financial offers shall be clearly separated (as two separate attachments and labelled as such – attachment 1 – Technical Offer and attachment 2 – Financial Offer).

The Financial Offer will only be considered for evaluation if the company has attained the minimum technical score of 49 points as per the requirements of the evaluation criteria.

1.3 Bid Acceptance

UNICEF reserves the right to accept the whole or part of your bid.

UNICEF may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of Contract for Services.

UNICEF may at its discretion extend the deadline for the submission of bids, by notifying all prospective suppliers in writing.

UNICEF is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price offer. Furthermore, the contract will be awarded to the bidder considered most responsive to the needs as well as confirming to UN general principles including economy and efficiency and best value.

3. TECHNICAL SELECTION CRITERIA

Nr	Criteria	Technical Criteria to be published in tender document	Observations
1	Technical specification of the equipment	Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided.	Detailed description of the essential technical and performance characteristics of the goods to be supplied establishing conformity to technical specifications provided.
2	References:	3 references in supply and installation of radio and TV broadcasting equipment.	Tree references of similar contracts successfully completed as follows: <ul style="list-style-type: none"> ✓ The references must be in form of Good Completion Certificates issued by respective clients. ✓ Both references must be related to supply and installation of Radio/TV Broadcasting Equipment. ✓ Both must have at least a minimum value of Five Hundred Thousand Dollars (500

			000 USD). Certificates must be references of recent contracts. (Contracts must have been executed in the last six years). Having experience with UNICEF is an advantage.
3	Warranty of equipment	Bidder gives warranty and after sale services letter to the Minister of Education.	Bidders must provide a written warranty for equipment; it must be valid for minimum period of one year and must be issued by the manufacturer(s) or System integrator(s) from the signing date of commissioning report. For the factory assistance after the warranty period is expired, all equipment, spares and automation software must be registered to the Radio Owner (Minister of Education).
4	Availability of spare parts	Bidder gives commitment letter to UNICEF/MOE for availability of spare parts for the next 6 years. Bidders must provide a Letter of commitment that the proposed Equipment are of the latest technology complying with the European and African certified standards and confirms the availability of spares and service support for the next 5 years. The letter of commitment must be issued by the manufacturer(s) or system integrator(s).	Every equipment must have a minimum lifespan of 5 years , after this period there will be obsolescence of the equipment. It is strongly recommended to note and apply this notice: All equipment, spares and automation software must be registered to the Radio Owner (Minister of Education).
5	Manufacturer authorization or System	Template to be filled provided in bidding document	Is mandatory

	Integrator authorization		
6	Experts in studio design, transmission and installation, set-up and training	Institution offering this tender proposed 6 staff experts with IT, Telecommunication and broadcasting skills	The bidder must provide CVs and Academic documents for key staff/experts to carry-out the installation of proposed equipment and two trainers to train Minister of Education staff, with high reputable and hands on experience in broadcasting industry with IT, Telecommunication and audio-visual installation skills. Trainers must possess degree in Information Technology, Communication/media production, Electronics or Telecommunication, with a continuous experience of at least 5 years in Radio/TV broadcasting. The four-networking engineer must possess a degree in Information Technology, Computer Engineering, Electronics or Telecommunication, with a continuous experience of at least 5 years in Radio/TV equipment installation. At least one networking engineer must be locally (Liberia). Is mandatory.
7	Installation layout	Institution offering this tender requests bidders to submit a proposed layout schematic diagrams and drawings of the studio and transmission sites.	A technical proposal describing the installation methodology and tailored to MOE's needs. Design, Drawings/layout schematic diagrams for transmission system and studios to be evaluated.
8	Training and installation Plan	Bidders must provide a training plan of MOE technical staff, following requirements in the specifications. To be evaluated	On Site Installation and Training: A. Transmission equipment. On-site training period must be at least 1 Month B. At least two Months of the technical operations &



			engineering (IT, audio and video) Training. C. Onsite technical assistances and support must be at least 12 Months.
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1.4 Currency and Payment Terms for Purchase Orders

Any purchase order (PO) issued as a result of this RFP will be made in the currency of the successful bidder. Payment will be made in accordance to the General Conditions for the Purchase of Goods and Services, and in the currency in which the PO is issued. Payments shall only be initiated after confirmation or successful completion by each UN Agency.

1.5 General Conditions of Contracts for the Provision of Services

Please note that the General Conditions of Contract will be strictly adhered to for the purpose of any future contract (see page 23).

SPECIFIC TERMS AND CONDITIONS

1. UNETHICAL BEHAVIOUR

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

2. CORRUPT AND FRAUDULENT PRACTICES

UNICEF requires that all bidders associated with this Invitation to Bid/Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

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

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

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

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

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

3. GUIDELINES ON GIFTS AND HOSPITALITY

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

4. LATE DELIVERY

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

5. RIGHTS OF UNICEF

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

(a) Procure all or part of the services from other sources, in which event UNICEF may hold the Contractor

responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith.

(b) refuse to accept delivery of all or part of the services.

(c) terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF.

(d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deducts 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

GENERAL TERMS AND CONDITIONS

1. Definitions and UNICEF Supply Website

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

- (a) "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.
- (b) "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.
- (c) "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.
- (d) "Contractor" means the contractor named in the Contract.
- (e) "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.
- (f) "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.
- (g) "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.

- (h) “Fee” is defined in Article 3.1.
- (i) “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.
- (j) 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.
- (k) “Parties” means the Contractor and UNICEF together and a “Party” means each of the Contractor and UNICEF.
- (l) Contractor’s “Personnel” means the Contractor’s officials, employees, agents, individual sub-contractors and other representatives.
- (m) “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.
- (n) “Services” means the services specified in the relevant section of the Contract.
- (o) “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.
- (p) “UNICEF Supply Website” means UNICEF’s public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

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

2. Provision of Services and Deliverables; Contractor’s Personnel; Sub-Contractors

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and

to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

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

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

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

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

Non-conforming Services and Consequences of Delay

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

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF,

and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

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

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

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

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

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

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

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or

justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

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

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

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

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

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

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

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

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

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

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

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

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorized 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 defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defense of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

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

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

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

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

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

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

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

Liability

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

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

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's

Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

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

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

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser’s Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser’s Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser’s Confidential Information to any other party:

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

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

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

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

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

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

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

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

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

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

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

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate

applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

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

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

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

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

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

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

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organization 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, favors or hospitality.

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

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

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

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

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

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

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

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the

Child, including Article 32, or the International Labor Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilized 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 favors 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 warrant will entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

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

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

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

8. Full Cooperation with Audits and Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited

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

9. Privileges and Immunities; Settlement of Disputes

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

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

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

10. Notices

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

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

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

11. Other Provisions

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

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

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

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.

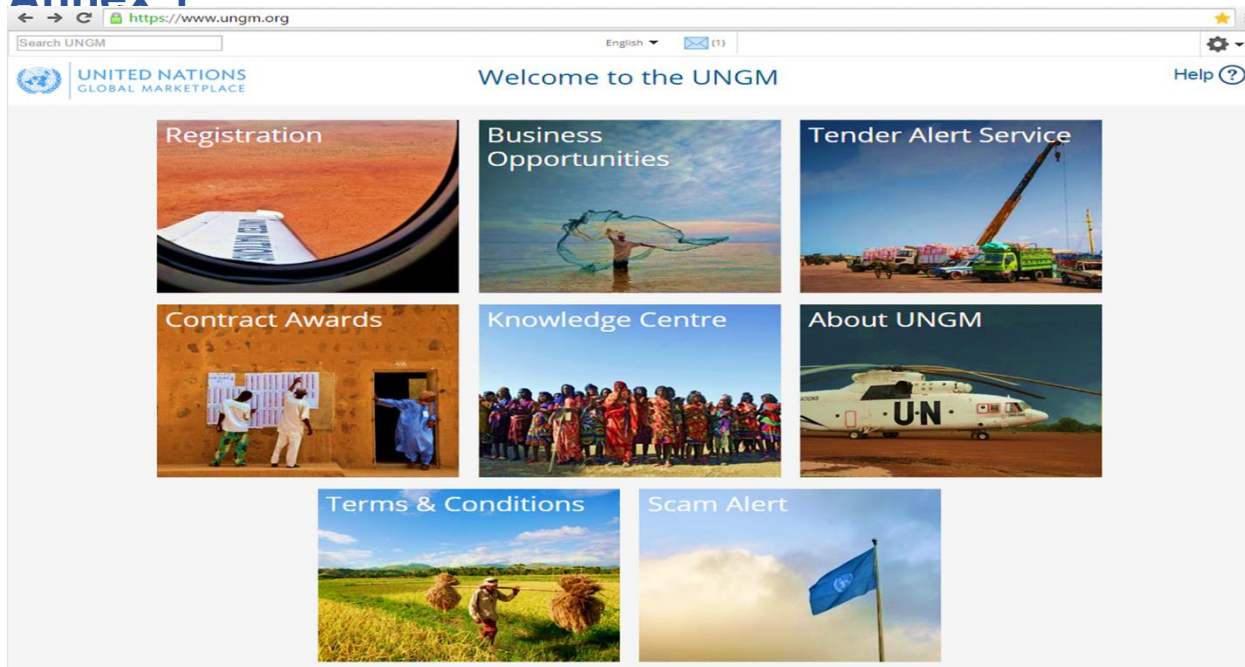
11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the 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 authorized official of UNICEF.

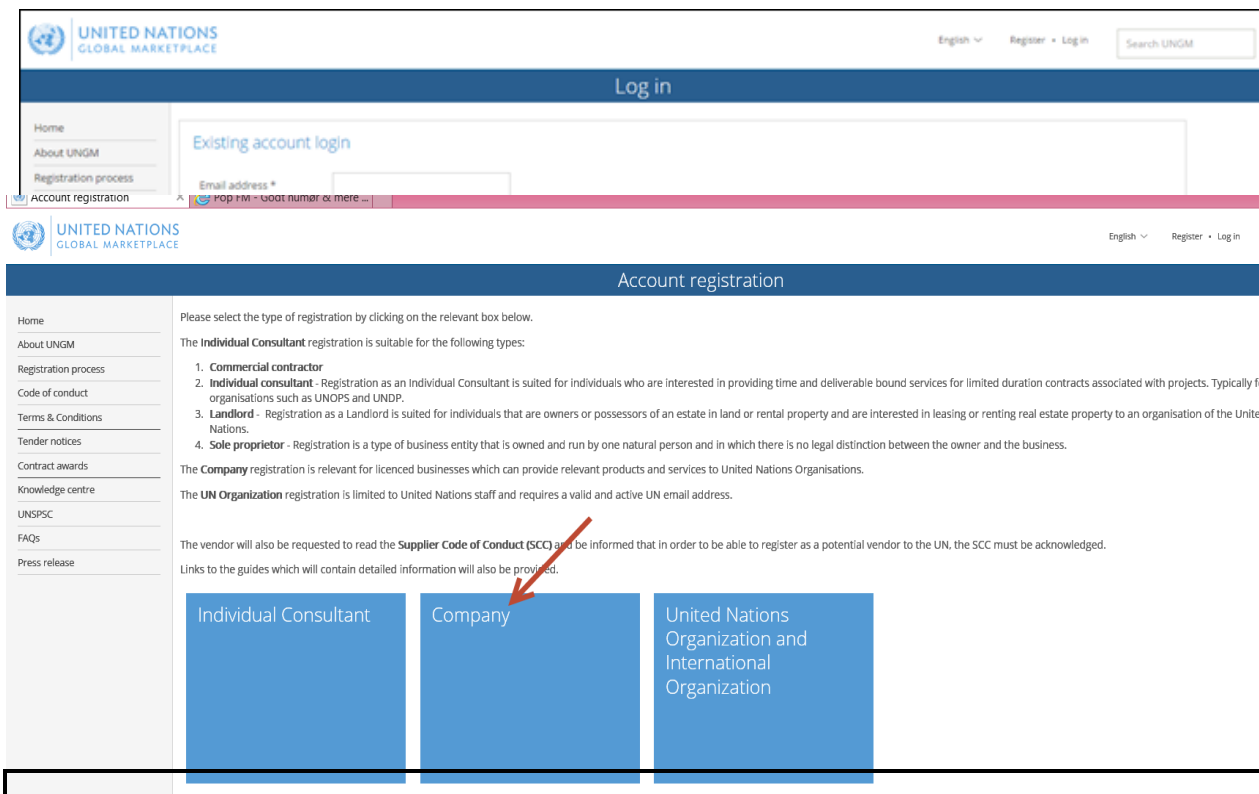
11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.

Annex 1



In order to register as a potential vendor of UN organizations, please follow the instructions below:

1. Go to <http://www.ungm.org>
2. Click on the **'Login and New registration' box** or on the **'Register' link** located at the top right corner of the page.
3. Click on the **'New registration' button**.



5. Introduce your company details and **accept the UN Supplier Code of Conduct**. Then, click on the **'Register' button**.



About UNGM

Home	The United Nations Global Marketplace - UNGM - is the common procurement portal of the United Nations system of organizations.
> About UNGM	It brings together UN procurement staff and the vendor community. The United Nations represents a global market of over USD 17 billion annually for all types of products and services.
Registration process	The UNGM acts as a single window, through which potential suppliers may register with the UN organizations using the UNGM as their vendor database. These organizations account for over 99% of the total UN procurement spent. The UNGM therefore provides an excellent springboard to introduce your products and services to many UN organizations, countries and regions by only completing one registration form .
Code of conduct	
Terms & Conditions	

Welcome to UNGM.

Your UNGM user name is bj.km@stark.dk and your UNGM number is 469222.

To activate your account, please **click once** on the link below.

<https://www.ungm.org/Account/Account/Activate?c=ac46b45f-da0b-4bbe-a47d-07244176d2f5> or copy the link into a web browser. This link will remain active until you have activated your account.

If you cannot find this email later, please remember that you can still log into your newly created account using your email address and password. You can resend this activation link to yourself from the Email Icon on the top banner of the page.

UR

Tender Alert Service

- Once you have activated your account, you are able to subscribe to the Tender Alert Service.
- Subscribing to the Tender Alert Service will allow you to receive notification of **relevant** tender notices **directly by email**. No need to daily search through long lists of tender notices.
- You do not have to complete the registration process, to make use of this service.

Help

At any stage during the registration process or when using <https://www.unem.org/>, you are able to get assistance by using the **Help** button in the right-hand bottom of the webpage. We will

7. Once your account is activated, please click on the **'Registration'** link in the left-hand menu to access the registration form. Complete your vendor registration form in UNGM. When finished, please do not forget to click the **'Submit'** button.

Please complete the registration form and make sure all tabs are successfully filled.

Note: Tabs which appear in **red** have not been successfully completed.

Vendor Registration

Your registration is not yet complete. Fill in all the required information in the below tabs to complete your registration.

20%

All information completed More information required in this tab * denotes required field

General > Address > Registration type > Contacts > Declaration > Coding > Agencies

General company information

Company name *	<input type="text"/>	Trade name/DBA	<input type="text"/>
Company type *	<input type="text"/>	Fax country code	<input type="text" value="Type a country/area name"/>
Parent company	<input type="text"/>	Fax number	<input type="text"/>
License number *	<input type="text"/>	Website	<input type="text"/>
Year established *	<input type="text"/>		
Country/area *	<input type="text"/>		
Telephone country code *	<input type="text" value="Type a country/area name"/>		
Telephone number *	<input type="text"/>		

Help

In the 'UN organizations' tab, please remember to review the list of UN organizations your company was matched with. Once you have considered which organizations you are interested in, please submit your registration form by clicking on the 'Submit my registration' button.

Vendor Registration

✔ Your vendor registration profile is complete. Thank you for completing your registration information. Please check that all your information is correct and then click the button below to submit your registration to UNGM.

Submit my registration

■ All information completed
 ■ More information required in this tab
 * denotes required field

General >
 Address >
 Registration type >
 Contacts >
 Declaration >
 Coding >
 Agencies

UN organizations matching your profile

i Based on the information provided, your company profile has been matched for registration with the following UN organizations. You have not yet submitted your registration to any of the organizations below. You can deselect the organizations which you do not want to register with.

Submit to these UN organizations

- African Development Bank Group (AFDB)
- Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)
- Food and Agriculture Organization of the United Nations (FAO)

Search UNGM English ▾ ✉ (1)

Basic Registration

i Please provide all the required information to complete your registration.

20%

■ All information has been provided.
 ■ More information is required in this section.
 * required field

General >
 Address >
 Countries/area >
 Contacts >
 Declaration >
 Coding >

UN Organizations (11)

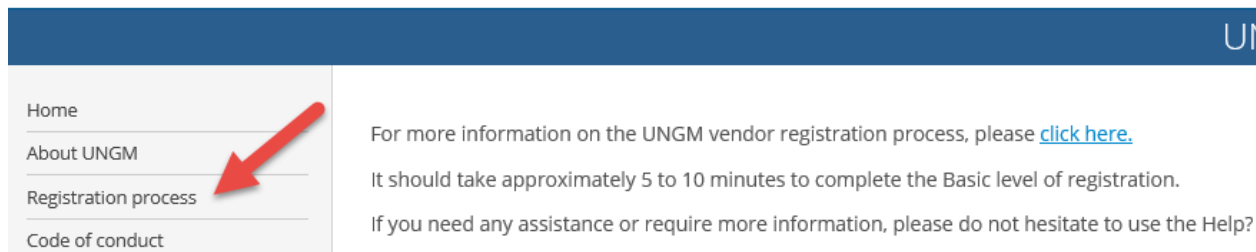
General company information

Company name *	<input type="text" value="your company name"/>	Trade name/DBA	<input type="text"/>
Company type *	<input type="text"/>	Fax country code	<input type="text" value="Type a country/area name"/>
Parent company	<input type="text"/>	Fax number	<input type="text"/>
License number *	<input type="text"/>	Website	<input type="text"/>

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LRPS-2022- 9173680 – “Design, supply, install and commission a Studio Radio station and transmission equipment in Liberia.”

We also recommend you to review the '**Registration Process**' link in the left hand side menu for further information and detailed instructions on how to proceed in order to complete your UNGM Registration. <https://www.ungm.org/Public/Pages/RegistrationProcess>



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For more information on the UNGM vendor registration process, please [click here](#).
It should take approximately 5 to 10 minutes to complete the Basic level of registration.
If you need any assistance or require more information, please do not hesitate to use the Help?

In addition, please find below the following video guideline on how to successfully register your company on UNGM: <https://www.ungm.org/Public/Video/View/3>

For further assistance, do not hesitate to contact your UNICEF contact or the UNGM administration office:

- ✓ UNICEF contact: supplierapplication@unicef.org
- ✓ Via the **Help functionality** available on the site www.ungm.org
- ✓ Via email at registry@ungm.org

END