



United Nations Children's Fund
UNICEF- Ethiopia
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<http://www.unicef.org/ethiopia>

REQUEST FOR PROPOSAL

LRFP-2018-9140559

14 June 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Construction of Two Secondary Schools and 13 additional Secondary Classrooms in Assosa (Beneshangul Gumuz)




THIS REQUEST FOR PROPOSAL HAS BEEN:

Prepared By:

Sisay Teferi

(To be contacted for additional information, NOT FOR SENDING OFFERS)


Email : steferi@unicef.org

 June, 14, 2018

Verified By:

Sirgut Mulatu

Verified By:



Regina Maria Aplogan

14 June 2018

BID FORM

BID FORM must be completed, signed and returned to UNICEF.
Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2018-9140559** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____

Other Trade Discounts _____



Your material no. 1200000

The item contains the following services:	Quantity/Unit	Unit Price	Amount
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10	1 PU	Construction of Secondary School in Bens	
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00010	1 Perf. unit		
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Incoterms & Delivery Requested

Lead Time & Related Charges

Packing

Unit : Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

Total: Dimension.....x.....x.....cm

Weight.....kg

Volume.....cbm

SPECIFIC TERMS AND CONDITIONS

PART I - PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

1. Background

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

2. Solicitation

2.1 The purpose of this Request for Proposals for Services ("RFPS") is to invite proposals for Construction of two secondary classrooms in Assosa Beneshagul Gumuz as specified in the Terms of Reference attached at Annex B

2.2 This RFPS document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- The full Terms of Reference attached at Annex B
- Design, Drawing and BOQ Annex C
- Check list attached at Annex- D
- Declaration form attached at Annex E

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

PART II - PROPOSAL SUBMISSION PROCESS

1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by Email to Sisay Teferi and Tsigereda Belete at steferi@unicef.org and tbelete@unicef.org that they have received this RFPS.

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

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by Email to Sisay Teferi and Tsigereda Belete at steferi@unicef.org and tbelete@unicef.org. The deadline for receipt of any questions is June 30, 2018 at 12:00pm.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE

DISQUALIFIED.

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

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

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

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

1.4 Bid conference will be held on June 24 2018 at 02:30 pm. UNECA compound 2nd floor Zambezi building west wing conference room. Bidders attending the pre bid meeting are required to send an email notification to staferi@unicef.org and tbelete@unicef.org 36 hours before the meeting date and time for security clearance to UNECA compound. In the content of the email bidders are required to specify the name of the person attending the pre bid meeting, company name and contact address.

1.4/1.5 Submission Deadline. The deadline for submission of proposals is as follows:

July 04, 2018 at 10:00am (East African Time)

Bid Submission by email- Applicable for International Bidders Only:

For Bid submission to be done by e-mail, it should be send through email address - eth-supplytenderbox@unicef.org

Hard Copy Submission- for Local Bidders:

Bidders are expected to put their proposals in the bid box (after filled out and signing the bid submission form at the Reception desk) located at UNICEF office reception desk, UNECA Compound, Zambezi Building, 2nd Floor, East wing and get registered with the receptionist. The UNECA security rules requires 36 hours #advance notice# to be given by visitor, therefore please notify the Supply Section by email: Sisay Teferi and Deresse Damte steferi@unicef.org and ddamte@unicef.org providing the full name of the person who will be submitting the bid and the proposed date of arrival. Please ensure that the person coming has a valid Identification card.

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

1.5/1.6 Proposal Opening. Proposals will be publicly opened at 10:30 am on July 04, 2018 at

UNECA COMPOUND, Zambezi Building 2nd Floor East Wing, Addis Ababa.

2. Language

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

3. Validity of proposals; Modification and Clarifications; Withdrawal

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. A Proposal valid for a shorter period of time shall not be further considered. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal, or state the changes from the original Proposal.

3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

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

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

4. Eligibility; Proposer Information

4.1 Proposer. The term "Proposer" refers to those companies that submit a proposal pursuant to this RFPS and "Proposal" refers to all the documents provided by the Proposer in its response to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association.

(a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity

will confirm in their joint Proposal that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and

- if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

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

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

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

5. Preparation of Offer

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

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);

- Review the RFPS to ensure that they have a complete copy of all documents;

- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html ;

- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Attend any bid conference if it is mandatory under this RFPS;

- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

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

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

5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.

5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

5.5 The completed and signed Request for Proposal for Services Form must be submitted together with the Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Proposals must be clearly marked with the RFPS number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.

5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

5.9 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference for this RFPS.

5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

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

- a. Its trading license or equivalent;
- b. Its tax clearance certificate and VAT registration, and

- c. Any relevant professional practice certificates.
- UNGM vendor registration number.
- Most recent two-year financial statements for the full financial year

6. Proposal Documents; Confidentiality

6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.

6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

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

7. Multiple proposals and proposals from related organizations

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

7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
- (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or

(e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III -AWARD/ADJUDICATION OF PROPOSALS

1. Award

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

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

First, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

Second, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.

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

1.2 Proposal Evaluation Approach.

Weighted scoring evaluation approach

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

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

a) Technical Evaluation

Technical Evaluation Criteria- attached at Annex- D

Total Maximum 70 Points

Only Proposals which receive a minimum of 49 points will be considered further.

b) Price Proposal (commercial evaluation)

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

Score for price proposal X = (Max. score for price proposal ([INSERT NUMBER] Points) * Price of lowest priced proposal) / Price of proposal X

Total obtainable Technical and Price points: 100

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

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

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

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

2. General Terms and Conditions of Contract (Services)

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

3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

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

3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this RFPS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its

rights in paragraph 3.1 above.

PART IV - REQUIREMENTS

1. Price and Payment

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

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

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

1.3 Currency.

(a) The currency of the Proposal shall be in USD for International Bidders only, and in ETB for Local Bidders only. UNICEF will reject any proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

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

2. Implementation

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

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

2.3 Experts. If so required in the Terms of Reference each key expert profile requested in the Terms of Reference must sign an exclusivity and availability statement. The purpose of

Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Proposal.

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

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

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

(i) Those that were undertaken together by the joint venture; and

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

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

3. Liquidated Damages

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

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

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

PART V - PROPOSER REPRESENTATIONS

1. Price - Most Favoured Customer

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

2. General Representations

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

2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.

2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions

stated in this RFPS and the results of the evaluation process.

3. Ethical Standards

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

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

3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.

3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this RFPS including the award of the contract to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

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

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

3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole

choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index_procurement_policies.html. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

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

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

3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. Audit

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

with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

5. Mandatory Qualification Criteria

Bidders participating this bid should meet the following minimum mandatory qualification criteria to be eligible in this bid.

- Building Contractor with renewed registered license grade 5 and above
- Financial status; Audited financial statement for the recent 2 years.
- List of Equipment, tools and Machines to be used during the project implementation
- Quality Control and Assurance Plan
- Company Risk Management Strategy
- Company Safety Policy Statement/ Record

SPECIAL NOTES

Construction of Two Secondary school in Benshagul Gumuz Assosa

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

Contract number: _____
FORM OF CONTRACT FOR CONSTRUCTION WORKS AND GENERAL CONDITIONS OF CONTRACT

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

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at _____ [E.G. WISMA METROPOLITAN II, JALAN JEND. SUDIRMAN, KAV 31, JAKARTA, INDONESIA]

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

WHEREAS:

- A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other partners in more than one hundred and sixty countries to advance children's rights to survival, protection, development and participation, and in doing so is guided by the Convention on the Rights of the Child.
 - B. The Government of _____ [E.G. INDONESIA], through the Departments of _____ [E.G. NATIONAL EDUCATION], has agreed to a Program to provide for _____ [E.G. PRIMARY SCHOOLS IN THE PROVINCE OF ACEH (NAD)].
 - C. UNICEF intends to implement the construction of these schools through a standard contracting process, utilizing national contractor capacity. Separate consultant has prepared the design and shall perform the direct site supervision. Cooperation with the local community in the construction process is to be encouraged.
 - D. Request for Proposals No. _____ ([NUMBER]) dated _____ [DATE], as amended by _____ [LIST AMENDMENTS AND DATES] TOGETHER THE "REQUEST FOR PROPOSALS", a copy of which is attached to this Contract, UNICEF invited bids for provisions of [E.G. NUMBER OF PRIMARY SCHOOLS].
 - E. By bid dated _____ [DATE], as amended by [LIST OF AMENDMENTS AND DATE] TOGETHER THE "BID", a copy of which is attached to this contract, the Contractor responded to the Invitation to Bid and represented that it is qualified, capable and willing carry out the construction works as described.
 - F. UNICEF wishes to engage the Contractor to undertake the Works all on the terms and conditions set forth in this Contract ; and the Contractor represents that it is qualified, ready, able and willing carry out the Works on the same terms and conditions;
- NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. CONTRACT DOCUMENTS

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

2.4 Laws: All national legislation, statutes, ordinances and other laws and regulations of any

legally constituted public authority.

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

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

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

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

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

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

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

3. LANGUAGE

3.1 The Contract Documents shall be written in English. For convenience and practical purposes, some of the documents may be translated into _____ [E. G. BAHSA INDONESIAN]. In case of discrepancies, the English version shall prevail.

4. GENERAL OBLIGATIONS OF THE CONTRACTOR

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

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

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

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

due the Contractor.

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

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

4.7 The Contractor shall hand over the maintenance tool kit as described in Annex I of Form of Contract and General Conditions of Contract within 14 (fourteen) days of the date of the Certificate of Substantial Completion, as described in Article 18 of this Contract.

5. GENERAL RIGHTS AND OBLIGATIONS OF UNICEF

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

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

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

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

6. APPROVAL BY UNICEF

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

7. PROJECT AUTHORITY

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

8. CONTRACT PRICE

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

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

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

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

TOTAL CONTRACT PRICE: _____ [AMOUNT & CURRENCY]

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

9. SCOPE OF WORK

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

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

10. SCHEDULE FOR COMPLETION OF WORKS

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

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

11. PROGRAM TO BE SUBMITTED

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

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

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

12. SETTING-OUT

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

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

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

13. MATERIALS AND TESTS

13.1 Further to the requirements of Article 4.3 of this Contract, all materials, plant and workmanship shall be:

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

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

14. QUALITY CONTROL

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

15. INSPECTION

15.1 Further to the requirements of Article 4 of this Contract, UNICEF shall at all times be given access to the site or to any place of fabrication of materials or plant to be supplied under the Contract, in order to inspect and request testing of such materials or plant, and the Contractor shall make arrangements for such tests to be carried out at his own cost.

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

16. RATE OF PROGRESS

16.1 If for any reason, which does not entitle the Contractor to an extension of time as provided by Article 17.1 of this Contract, the rate of progress of the Works or any section of the Works is at anytime considered by UNICEF to be too slow to comply with the time for completion, the Contractor shall immediately take such steps as are necessary to expedite progress so as to be able to complete the Works on time. The Contractor shall not be entitled to any additional payment for taking such steps.

17. DELAYS AND EXTENSION OF TIME

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

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

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

18. SUBSTANTIAL AND FINAL COMPLETION

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

18.2 UNICEF shall inspect the Works at the Site on the date they are substantially completed and issue a certificate of substantial completion (the "Certificate of Substantial Completion"), provided that the Works are satisfactory according to the Contract Documents and the standards defined by this Contract. The Certificate of Substantial Completion shall list all Defects that must be remedied by the Contractor prior to a final inspection by UNICEF.

18.3 UNICEF shall carry out a final inspection at each Site (the "Final Inspection") _____

[EG. SIX (6) OR TWELVE(12)] months after the issuance of the Certificate of Substantial Completion for the Site. The Works shall be deemed to be completed when all Defects listed on the Certificate of Substantial Completion, and all Defects that have become apparent after the issuance of the Certificate of Substantial Completion, have been remedied by the Contractor and UNICEF considers the Works to be satisfactory according to the Contract Documents and the standards defined by this Contract. UNICEF shall then issue a Certificate of Final Completion.

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

19. COMPLETION AND TAKE OVER

19.1 The Work is defined as taken over by UNICEF at the time of the issuance of Certificate of Substantial Completion, as described in Article 18 of this Contract. The issuance of Certificate of Final Completion shall be deemed to be the date of the actual completion of the Contract.

19.2 The condition described in Article 18.4 of this Contract shall be deemed to mean the final taking over of rectified defects and outstanding parts of the Works, as defined in accordance with Article 18.2 of this Contract.

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

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

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

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

1. any substantial part for which a separate time for completion is provided in Article 10 of this Contract; or
2. any substantial part of the Works which has been both completed to the satisfaction of UNICEF, and may be occupied or used by UNICEF or the beneficiaries.

20.2 Such Certificate of Substantial Completion for a part of the Works shall not relieve the Contractor of his responsibilities under the Contract, and the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work and rectification of defects in that part of the Works during the Defects Liability Period as provided in Article 28 of this Contract. A separate Defects Liability Period shall apply for each separate section or separable part taken over in accordance with the above

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

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

22. EXAMINATION OF WORK BEFORE COVER UP

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

23. ACCEPTANCE OF THE WORK

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

24. INVOICING INSTRUCTIONS

24.1 Invoices must refer to the Contract and clearly indicate prices for each Contract item number. The Contractor shall submit the original to the following address:

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

25. PAYMENT

25.1 The Price for the Works shall become payable in accordance with the payment schedule(s) set out in Annex III. This payment schedule(s) shall be applied based on contractor's selected option of submitting performance guarantee or not as indicated in the form of bid.

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

Name of Bank: _____
Account Number: _____
Address of Bank: _____

26. ADVANCE PAYMENT GUARANTEE

26.1 The Contractor shall, no later than five (5) working days following the effective date of this Contract as set forth in Article 52 of this Contract, at its own expense furnish a Performance/Advance Payment Guarantee in the amount of minimum ten percent [(E.G. 10% OR 20%)] of the Contract Price substantially in the form set forth in Annex IV, and with such Surety or Sureties as shall be approved by UNICEF

27. PERFORMANCE GUARANTEE

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

27.2 The Performance Guarantee shall remain valid 30 days after the expected Substantial Completion of the works according to the draft timeline. If for any reason the works are

delayed, the Contractor shall have to submit a new Performance Guarantee valid 30 days after the revised Substantial Completion of the works. This new Performance Guarantee shall have to be submitted at least two months before the expiring date of the original Performance Guarantee.

27.3 If the Contract allows for taking over of sections or separable parts of the Works as provided by Article 20 of this Contract, the Performance Guarantee shall be valid until the issuance of the last Certificate of Substantial Completion.

27.4 The Performance Guarantee shall be released upon issuance of the Substantial Completion Certificate and of the Defect Liability Period.

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

28. DEFECT LIABILITY PERIOD

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

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

29. INTEREST ON GUARANTEES

29.1 UNICEF shall not pay any interest on Guarantees provided in Articles 26, 27 or 28 of this Contract or any other Guarantee provided by the Contractor.

30. DEFAULT BY CONTRACTOR

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

31. LIQUIDATED DAMAGES

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

32. SITE INSPECTION BY THE CONTRACTOR

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

32.2 The Contractor is required to thoroughly familiarize itself with the conditions on site as provided by Article 32.1 above. This may include geotechnical and other site or environmental investigations as the Contractor deems necessary, at the Contractor's own cost.

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

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

33. FIRE PREVENTION

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

34. SITE CLEANLINESS

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

34.2 Upon the issuance of the Certificate of Substantial Completion as provided by Article 18 of this Contract, the Contractor shall clear away and remove from site all equipment, surplus materials, rubbish and temporary works of every kind, and leave the site in a clean and functional condition.

35. CARE OF THE ENVIRONMENT

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

36. TRAFFIC AND PROTECTION OF ROADS, PROPERTIES AND SERVICES

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

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

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

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

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

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

37. REPORTING AND RECORDS

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

37.2 The Contractor shall maintain records and receipts for the purchase of all Materials and remuneration of labor used in the Works and shall make such records and receipts available for inspection by the Designated Representative, upon request.

38. CONTRACTOR'S PERSONNEL AND SUB-CONTRACTORS

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

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

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

38.4 UNICEF may request the replacement forthwith of any of the Contractor's employees who is, in the opinion of UNICEF, unsuitable for work on the Contract, whether for misconduct or from incompetence or negligence in his performance, and the contractor shall replace such person as soon as possible.

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

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

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

39. CONFIDENTIAL NATURE OF DOCUMENTS

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

40. LOSS OR DAMAGE

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

41. CONTRACTOR'S LIABILITIES

41.1 The Contractor shall be liable for and thereafter provide and maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

41.2 The Contractor shall be liable and thereafter provide and maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, aircraft or other equipment owned or leased by the Contractor, its employees or sub-contractors performing work or services in connection with this Contract.

42. INSURANCE

42.1 In addition to the liability upon the Contractor described in Article 41 of this Contract, the Contractor shall insure the Works, together with materials and plants for incorporation in the Works, to the full replacement cost during the time this is in the care of the Contractor.

42.2 The Contractor shall provide evidence to UNICEF prior to start of work on site that the liabilities referred to in Article 41 of this Contract and of this Article are covered by adequate insurance.

42.3 If the Contractor fails to effect and keep in force such insurance as required, UNICEF may elect to effect and keep in force the necessary insurance, and shall deduct the cost of such insurance premiums from the monies due to the Contractor.

42.4 The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

43. FOSSILS, CULTURAL HERITAGE, ETC.

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

44. SUSPENSION BY UNICEF

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

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

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

44.2 After suspension under Article 44.1 above, the Contractor shall be entitled to reimbursement by UNICEF of actual and substantiated costs resulting from commitments entered into in accordance with this Contract prior to the commencement period of such suspension. The Contractor undertakes to use best efforts to minimize any such costs and shall include a provision in its contracts with sub-contractors, which entitles it to suspend such sub-contracts during any suspension period under this Contract.

45. TERM AND TERMINATION

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

46. TERMINATION BY UNICEF

46.1 Upon termination of this Contract:

- a. the Contractor shall take immediate steps to terminate its services in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum;
- b. the Contractor shall be entitled, except in the case of an Event of Default by the Contractor, to be paid for the work satisfactorily completed on the Works and for the materials delivered to the Site as of the date of termination, plus actual, substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but the Contractor shall not be entitled to receive any other or further payment, or any damages for termination hereunder. In the case of this Contract between the Parties as to the existence of an Event of Default, the matter shall be resolved in accordance with the provision of Annex A: General Terms and Conditions.

47. TERMINATION BY THE CONTRACTOR

47.1 Upon termination of this Contract under this Article, the provisions of Article 46.1 a and b hereof shall apply.

48. ASSIGNMENT

48.1 The Contractor shall not assign the whole or any part of this Contract or any benefit or interest in or under this Contract without the prior written agreement of UNICEF. Failure to obtain such prior written agreement shall be considered an Event of Default under this Contract and UNICEF shall have the right to terminate this Contract in accordance with Article 46 herein.

49. CORRUPT AND FRAUDULENT PRACTICES

49.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF contractors. UNICEF requires that all contractors associated with this Contract observe the highest standard of ethics during the execution of this Contract.

49.2 In pursuance of this policy UNICEF defines for the purpose of this provision the terms set forth as follows:

49.2.1 Corrupt practice means offering, giving, receiving or soliciting anything of value to influence the action of a UNICEF or any other public official in the execution of this Contract; and

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

49.3 UNICEF shall reject a proposal for award if it determines that the selected contractor has engaged in any corrupt or fraudulent practices in competing for the contract in question.

49.4 UNICEF shall declare a contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time UNICEF determines that the contractor has engaged in any corrupt or fraudulent practices in competing for, or in executing the contract.

50. VARIATIONS

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

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

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

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

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

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

51. NOTICES

51.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing, and addressed and sent by registered mail or facsimile to such Party as follows.

a) If to UNICEF:

UNICEF, the United Nations Children's Fund
[E.G. WISMA METROPOLITAN II, 10TH AND 11TH FLOORS,
JALAN JEND. SUDIRMAN, KAV 31, JAKARTA 12920
TEL: 062-21 570-5816
FAX: 062-21 571-1326]
Attn: The Representative

b) If to the Contractor:

Tel: _____
Fax: _____
Attn: _____

52. EFFECTIVE DATE

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

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

- a) with incorrect (as applicable) postal address, email address or fax number;
- b) received after the stipulated closing time and date;
- c) failure to quote in the currency(ies) stated in the RFP(S);
- d) in a different form than prescribed in the RFP(S).

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

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

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

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

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

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

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

"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.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

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

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"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 Combating 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 Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to

Price and the time schedule. 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 Supplier. 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.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the

ANNEX A GENERAL TERMS AND CONDITIONS

INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier 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 Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier 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) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier'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 Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier 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 Supplier 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 Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier 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 Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other 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 Supplier 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 Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier'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 Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier 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 Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier 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 Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it 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) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) 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 the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier 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 Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

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Indemnification

4.6 The Supplier 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 the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier 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 patent, design, trade-name or trade-mark arising in connection with the Goods 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 Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Supplier 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

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier'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 including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(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 Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(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 Supplier 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 Supplier's insurance required under this Article 4.8 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 Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

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

Liability

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

5. Intellectual Property and Other Proprietary Rights; 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 with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier 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 Supplier under the Contract. The Supplier 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 Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual 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 Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (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 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 Supplier 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 Supplier (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 Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier 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 authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.

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End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier 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 Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

(c) if the Supplier (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 Supplier; (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 Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier 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 upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF may direct in writing, for the minimization of losses and for the protection and preservation of any property (whether tangible or intangible) related to the Contract that is in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

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

Force Majeure

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

(b) The Supplier 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 Supplier 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 Supplier 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 Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), 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 Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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

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Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier 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 Supplier 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 Supplier 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 Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier 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 Supplier 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 Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier 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 Supplier 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 Supplier 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 Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.

(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 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 Supplier's compliance with the provisions of Article 7 above. The Supplier 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 Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier'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 Supplier 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 Supplier will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier 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 of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. 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.

(c) The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier 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 Supplier will further cooperate with UNICEF's implementation of this policy.

(d) The Supplier 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. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

ANNEX A
GENERAL TERMS AND CONDITIONS

(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) 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 11.4(d).

11.5 The Supplier 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 Supplier's rights or obligations under the Contract.

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

11.7 The Supplier 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.

11.8 The Supplier 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 Supplier and its Personnel and sub-contractors, the Supplier 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 written permission of UNICEF.

11.9 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.

11.10 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 Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.

Annex-B
TOR
Terms of Reference

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STATEMENT OF WORK (SOW)

Construction of Two Secondary Schools and 13 additional Secondary Classrooms in Assosa (Beneshangul Gumuz)

May 2018

Title	Construction of 2 Inclusive Model Secondary Schools and 13 Additional Secondary Classrooms in Beneshangul Gumuz.
Purpose	To identify Construction Firms to issue a construction contract for the construction of new secondary schools and additional classrooms as part of the ECW program in Beneshangul Gumuz.
Location	Addis Ababa
Duration	One Year
Start Date	July, 2018
Reporting to	Supply Office/Education

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PART I - GENERAL INFORMATION

1 INTRODUCTION

1.1 UNICEF

The refugee crisis in Ethiopia is protracted in nature, with an estimated 60% of all refugees having stayed longer than 5 years, in contexts where the onset of sudden human-made and/or natural hazard-induced disasters further compound overstretched education services. Despite significant Government support and commitment, UNHCR noted in 2015 that over 60% of refugee schools in Ethiopia did not fulfill minimum standards for safe learning environments.

To address these issues, ECO's Learning & Development Section is implementing an education component of the DFID-funded and cross-sectoral 'Building self-reliance for refugees and vulnerable host communities by improved sustainable basic social service delivery' (BSRP) program. ECO is also the 'grant agent' to a Ministry of Education 'Education Cannot Wait' (ECW) investment in Ethiopia, providing support to relevant sector partners to implement

the same. The BSRP, ECW and USAID programs aim to strengthen basic social service to minimize disparities between host communities and refugees in a sustainable manner in 14 woredas across the Gambella, Benishangul Gumuz, Tigray, Afar and Somali regions of Ethiopia by 2020. Both programs include a significant construction component to critically expand access to primary education, as well as secondary education.

2 PURPOSE OF THE PROJECT

The overall purpose of the project is to minimize disparities in terms of access to education between host and refugee's communities in a sustainable manner in 14 woredas across the five refugee hosting regions of Gambella, Benishangul Gumuz, Tigray, Afar and Somali regions of Ethiopia by 2020. Both the programmes (ECW and BSRP) include a significant construction component to critically expand access to primary as well as secondary education.

2.1. Purpose of the RFP

The purpose of the RFP is to identify and select local construction companies to enter in to a construction contract for the construction of new inclusive model secondary schools and additional secondary classrooms in three (3) existing schools in Beneshangul Gumuz.

2.1 Background

Ethiopia is host to over 800,000 refugees, one of the largest numbers in the African continent, of which almost half are school-age children yet only 52% have access to school. Only 47% of refugee children have access to primary education, compared with a national average of more than 90%. Only 5438 (10%) of 56,969 secondary school-age children/youth have secondary education in Ethiopia, compared to national average of 29%. The refugee crisis in Ethiopia is protracted in nature, with an estimated 60% of all refugees having stayed longer than 5 years. In other contexts the onset of sudden human-made and/or natural hazard-induced disasters further compound overstretched education services. Despite significant Government support and commitment, UNHCR noted in 2015 that over 60% of refugee schools in Ethiopia did not fulfil minimum standards for safe learning environments.

To address these issues, ECO's Learning & Development Section is implementing an education component of the DFID-funded and cross-sectoral 'Building self-reliance for refugees and vulnerable host communities by improved sustainable basic social service delivery' (BSRP) program. ECO is also the 'grant agent' to a Ministry of Education 'Education Cannot Wait' (ECW) investment in Ethiopia, providing support to relevant sector partners to implement the same. The BSRP and ECW program aim to strengthen basic social services to minimize disparities between host and refugee's communities in the different regions of Ethiopia by 2020. The ECW investment will create 8,400 new primary school spaces (i.e. primary schools children's) and 6,000 secondary new spaces (secondary school children's) through the infrastructure interventions. The construction component under ECW has been outlined below.

2.1.3 Scope/Location of Works:

UNICEF CO Ethiopia will be undertaking construction of two (2) secondary schools and additional 13 classrooms in three (3) existing schools including

WASH facilities in Beneshangul Gumuz in accordance with BOQs, drawings and technical specifications as contained in this SOW.

2.1.3.1 The location of two (2) new inclusive model secondary schools and three (3) existing secondary schools selected for expansion is as follows:

No	Description	Program	Project Type	Region	Woreda	Apprx. Distance from Asosa
Construction of NEW Inclusive Model Secondary Schools						
1	Bambasj Secondary School	ECW	Construction of new Inclusive Model Secondary School	B.G	Bambasj/womba	60 km from Assosa, to east (addis ababa) direction
2	Tsore Secondary School	ECW	Construction of new Inclusive Model Secondary School	>>	Tsore Arumela/Dunga	45 km from assosa, to west (opposite to AA) direction
Construction of Additional Secondary Classrooms						
3	Meles Zenawi Secondary School	ECW	Expansion of 1 block with 5 additional classrooms including latrines (staff/students)	>>	Tongo	117km from assosa, to east (addis ababa) direction
4	Sherkole Secondary School	ECW	Expansion of 1 block with 5 additional classrooms including latrines (staff/students)	>>	Dicac	60 km from aasosa, to west (opposite to AA) direction
5	Tsore Almetema Secondary School	ECW	Expansion of 1 block with 5 additional classrooms including latrines (staff/students)	>>	Tsore Almetema	26 km from asosasa to west (opposite to AA) direction

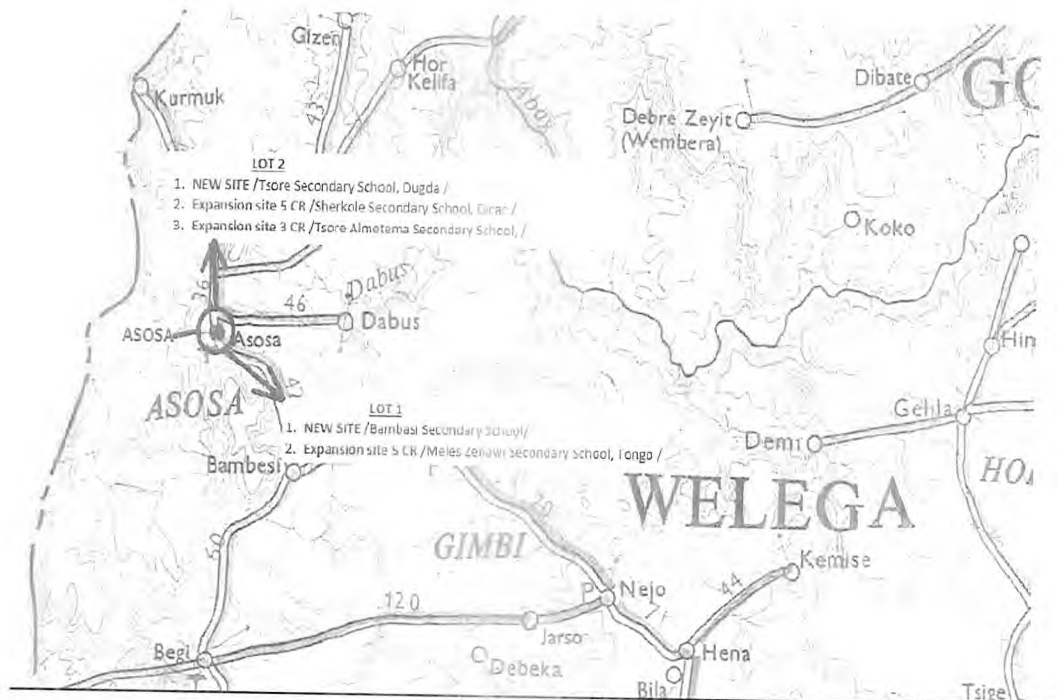
Proposed LOTS Based on Location

LOT 1

1. Construction of New Secondary school at Bamasj; 60 KM from Assosa
2. Construction of additional 5 classrooms in Meles Zenawi Secondary School Tongo; 117 KM from Assosa

LOT 2

1. Construction of New Secondary school at Tsore, Dugda; 45 KM from Assosa
2. Expansion of Sherkole Secondary School, with 5 additional classrooms
3. Expansion of Tsore Almetema Secondary School, with 3 additional classrooms



2.1.3.2 UNICEF Ethiopia is seeking qualified Contractors, having technical, financial and organizational capacity to undertake the construction of 2 new inclusive

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model secondary schools and expansion of three (3) existing secondary schools in Beneshangul-Gumuz region. Contractor shall remain responsible to undertake the construction/expansion works in accordance with BOQs, drawings and technical specifications as contained in this SOW.

2.2 Contract Approach

2.2.1 All Inclusive Contract

This Contract shall be awarded on an all-inclusive basis. The Contractor shall be responsible for providing all the necessary personnel, supervision, transport and other equipment, materials, consumables and supplies, and for making all necessary arrangements, to ensure the fulfillment of its obligations under this Contract for the entire duration. The Contractor is fully responsible for the maintenance of all its personnel. The Contractor shall ensure that all of its personnel, equipment, facilities, material and supplies are in place by the date of mobilization to the respective project sites.

2.2.2 Sub-Contracting: is an allowed form of collaboration. If the bidder intends to subcontract one or more parts of the consultancy services, this must be clearly stated by the bidder in its tender documents. Even if sub-contracting is allowed, bidder must intend to carry out the major part of the services itself including overseeing the work and performance of the sub-contractor. The total value of the sub-contracted part of the services must not exceed 30% of the Contract value and the subcontractor must not subcontract further.

2.2.2.1 In the event the Contractor intends to use subcontractors to execute portions of the service, the agreement, scope and extent of the works between the Contractor and the subcontractor must be attached to the sub-contract, including pricing. A summary of this information shall be submitted in the C.3. form (List of Subcontracted Services).

2.2.3 Approval/Rejection:-UNICEF reserves the right to review proposed subcontractors for a period of forty (40) calendar days before providing notice of approval or rejection of any or all subcontractors. UNICEF reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the interests of UNICEF. The Consultant agrees to promptly replace any subcontractor rejected by UNICEF under this clause.

2.3 Reliance on Information Provided

All information in the form of drawings, Bills of Quantities (BOQs) etc.) provided by UNICEF in connection with this procurement process and including all the information contained in this SOW, RFP and any other information provided during the bidder's conference, or site visits are based on the best information available and to the best of UNICEF's knowledge at this point in time. All such information is provided solely as a guide to be used for bid-preparation and planning purposes. UNICEF does not guarantee and will not be responsible for the completeness and accuracy of all such information. The obligation to carry out independent due-diligence and verification of any information provided by UNICEF remain with any User of such information. UNICEF is categorically not to be held liable for any direct, indirect or

consequential losses or injuries resulting from any reliance on the information provided.

2.4 **Liaison and Tasking**

2.4.1 The overall management and administration of the Contract on the part of UNICEF will be the responsibility of Chief Education. The Chief Education will delegate the responsibility of construction management/supervision to UNICEF International Engineer for the day-to-day administration/management of the technical/operational aspects of the project. The UNICEF construction engineer will arrange for day-to-day inspection and monitoring functions under this Contract, and the Contractor shall extend full cooperation to any person or entity designated by the UNICEF for that purpose. The UNICEF designated staff member will also perform the role of UNICEF Designated Official for all contractual and procurement matters related to the Contract.

2.4.2 **Project Manager:**

The Contractor shall, at all times of operations, have on site a designated Project Manager (PM) who will have full authority to represent the Contractor in all aspects and the Contractor shall fully honor all commitments made by the PM.

2.5 **Required Services:**

2.5.1 The Contractor shall be responsible to carry out the construction of two (2) new inclusive secondary model schools and expansion of three existing schools in Beneshangul Gumuz as stated in **paragraph 2.1.3.1** in accordance with BOQs, drawings and technical specifications as contained in this SOW.

2.6 **Activation of the Required Services:**

2.6.1 Procedures for the activation of Services: UNICEF construction engineer will issue a Task Order (TO) to the Contractor and within five (5) days thereafter, or as otherwise stated on the TO, the Contractor shall complete its mobilization and commence the works at site.

2.7 **Corporate and Management Capability Proposal.**

The Contractor shall submit a technical proposal that is specific, complete and must contain, as minimum information as specified below:

2.7.1 **Presentation of the Proposal:** The proposal must be organized according to the proposed tasks of the SOW and the technical discussion must be clear and task related.

2.7.2 **Works Schedule:** A detailed work program/ methodology and/ work plan showing the detailed work breakdown structure, proposed completion of the works within given time frame and the other services as contained in this SOW.

2.7.3 **Key Personnel:** List of key personnel and their curriculum vitae (CVs), with a brief but pertinent summary of their background, their specific qualifications and their educational and technical/management accomplishments. The key personnel shall include a Project Manager with

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minimum 5-7 years of relevant experience and at least a Bachelor of Science degree in Civil Engineering, a Resident/Site engineer to be present at site with at least a diploma or bachelor degree in engineering or relevant field or equivalent qualification with 5 years minimum experience. UNICEF will have right to verify all the academic certificates, experiences and qualifications.

- 2.7.4 **Company Background:** Description of nature of experience that company has had in similar or related fields. This shall include the statements to the extent not only to which the key personnel to be assigned to the project have been involved in past related projects, but also those which company is in cooperation with proposed Sub-contractors or work that has been undertaken in that regard.
- 2.7.5 **Management Plan/Strategy:** A Management Plan that provides a clear and concise description of the approaches or the concepts to be adopted in response to the SOW requirements, and methods for communicating and liaising with teams deployed at the project sites.
- 2.7.6 **Financial Statement:** A financial statement indicating the companies annual turnover, profit and loss statement and annual audit report to be submitted as part of technical proposal.
- 2.8 **Contractor's Responsibilities and Personnel**
- 2.8.1 All personnel provided by the Contractor for the purpose of this Contract, shall be the employees of the Contractor, and not agents or servants or employees of the UN or UNICEF
- 2.8.2 The Contractor's personnel shall be the sole responsibility of the Contractor with regard to, but not limited to, remuneration, health and welfare, transportation, accommodation and meals etc.
- 2.8.3 **Withdrawal/Replacement of Personnel:** The Contractor shall not withdraw, change or replace any person performing work or services under this Contract, unless (a) UNICEF consents in writing to such withdrawal, replacement or reassignment or (b) the personnel has terminated his or her employment or other relationship with the Contractor. In that case, the replacement of such personnel shall be subject to the prior written approval from UNICEF in writing.
- 2.8.4 **Standards of Conduct**
- 2.8.4.1 **General.** The Contractor shall maintain satisfactory standards of employee competency conduct cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor's employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and UNICEF. UNICEF COO or designated representative reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the UNICEF.
- 2.8.4.2 **Neglect of duties shall not be condoned.** This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 2.8.4.3 **Disorderly conduct, use of abusive or offensive language, quarrelling, intimidation by words, actions, or fighting shall not be condoned.** Also not

condoned is participation in disruptive activities which interfere with normal and efficient UNICEF operations.

- 2.8.4.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- 2.8.4.5 Criminal Actions. The law will be applied to Consultant's employees incurring in criminal actions. It includes but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of UNICEF property, theft, vandalism, or immoral conduct; security violations; unethical or improper use of authority or credentials; and organizing or participating in gambling in any form.

2.9 Evaluation of Proposals

- 2.9.1 Proposals submitted in response to this SOW/RFP and that meet the requirements herein shall be evaluated, inter alia, in accordance with the requirements set forth in the SOW, RFP and in accordance with the **Technical Evaluation Matrix (TEM)**.
- 2.9.2 Following the closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the Proposals and the reference checks.
- The Technical Proposal gets a maximum value of 70 points. Technical Proposals receiving 49 points or higher will be considered technically responsive. Non-technically compliant and non-responsive proposals will not be given further consideration.
- The total number of points allocated for the Financial Proposal is 30. The maximum number of points will be allocated to the proposal with the lowest price. All other Price Proposals shall receive points in inverse proportion to the lowest price.

2.10 Provision of Support by UNICEF

The UNICEF designated staff member, project engineer and other UNICEF staff members as appropriate and not contrary to UN norms and UN financial rules and regulations may provide technical/non-technical assistance and consultations to Contractor during the project implementation

PART-II SCOPE OF WORK

3 DESCRIPTION OF SCOPE OF WORK

3.1 General Specifications:

- 3.1.1 The Contractor shall execute all the works in accordance with the BOQs, drawings and detailed technical specifications as contained in this SOW.
- 3.1.2 The Contractor shall be responsible for planning and execution of the entire project. The Contractor shall be required to submit a realistic project work schedule, delivery schedule of materials, detailed of equipment, machines/tools and detailed work implementation strategy to UNICEF for review and approval. The Contractor shall use the approved work plan for execution of the project and the same work program will be used to monitor the progress of works. The work schedule once approved will form an integral part of the Contract. The realistic works program/schedule shall include but not limited to following:
- Detailed mobilization plan
 - Start and completion dates of various activities
 - Material delivery schedule
 - Proposed substantial completion date when the contractor shall be able to complete the project substantially.
- 3.1.3 The Contractor shall guarantee professional and technical competence of its staff and laborers and shall provide a qualified work force and equipment to complete the works in accordance with the specifications as contained in this SOW.
- 3.1.4 It is the responsibility of the Contractor to obtain all the relevant information related to the construction works specified in this SOW from the concerned authorities.
- 3.1.5 The Contractor shall carry out the works in a planned manner, ensuring that minimum disruption and inconvenience is caused to the schoolchildren's, teachers and other facilities in the schools or nearby.
- 3.1.6 The Contractor, where necessary and applicable before the commencement of new construction shall submit the working drawings to UNICEF for an approval and continuation of required works.
- 3.1.7 Working drawing requiring resubmittal due to some changes/modifications shall be revised as and when requested by UNICEF engineer. Working drawings shall be submitted with no additional cost to UNICEF.
- 3.1.8 Upon the completion of the works and prior to the final hand-over, the Contractor shall submit to the UNICEF (or his/her designated representative) the as-built drawings (including hard copies and soft copies).
- 3.2 **Quality Assurance and Quality Control:** Contractor shall be required to submit QASP to UNICEF in line with applicable national/and international construction/WASH standards and State Building Norms of Ethiopia for prior approval. Contractor shall remain responsible for the quality of material, workmanship and equipment/accessories/fittings used in the construction.
- #### 3.3 Technical Specifications
- 3.3.1 The Contractor shall be responsible to check all dimensions and details in accordance with approved working drawings before the commencement of any

activity/works at the site and remain liable for the correctness and accuracy of the completed works.

3.3.2 **Site Clearance:**

The Contractor shall include in his proposal the prices for clearing the site of all unwanted trees, shrubs, roots, old foundations and materials arising from the site clearance, etc., that may be deemed necessary by the Consultant (unless otherwise described).

The Contractor must provide for properly watering and all other necessary precautions to minimize the dust. Where necessary, the Contractor will be required to provide and erect all necessary dustsheet, tarpaulins, etc.

3.3.3 **Nature of the Ground:**

The Contractor is deemed to have visited the site and ascertained the nature of the ground to be excavated and work to be done and must accept all responsibility for the cost of excavation. The Contractor shall be responsible for removing all obstructions met with in the course of the excavations, including old foundations, drains, etc.,

Where rocks or similar hard natural materials is encountered during the course of excavations the Consultant (D twins) must be notified immediately so that the approval or agreement as to its extent and method of removal is determined before the rock is actually excavated.

3.3.4 **Site Levels**

Before commencing any excavation, the Contractor shall satisfy himself that any site levels, whether spot or contours shown on the drawings are correct. If he is not satisfied with the accuracy of these levels, he shall at once give writing notice to UNICEF consultancy firm (D twins), however no claim will be entertained in respect of the inaccuracy of these levels.

3.3.5 **Setting out**

- The Contractor shall accurately set out the works in accordance with the approved drawings.
- The Contractor shall not commence work until the excavation works are 100% complete and the levels have been checked/agreed between resident/Site Engineer and Contractor.
- The Contractor shall be responsible for the accuracy of the positions, levels, dimensions and alignment of all parts of the work.
- Any delay or loss resulting from errors made in setting out of the work shall be the responsibility of the Contractor.
- Setting out shall be approved by the Resident/Site Engineer from UNICEF consultancy firm (Dtwins) before commencing the works, however the approval shall not relieve the Contractor of its responsibility for the correct execution of the work in accordance with drawings.

3.3.6. **Excavation, Filling, Grading and Datum Works:**

3.3.6.1 Excavation Works: General:

The Contractor shall, before starting excavation work satisfy himself as to the accuracy of the levels shown on the drawings or the directions given by the

Engineer. Any discrepancies shall be reported to the Engineer prior to proceeding with the works.

Excavation shall be carried out to the lines, levels, width, depth and grades and shown on the drawings, directed by the Engineer or as appropriate to the works to be placed in the excavation.

Excavation shall be suitably trimmed and leveled before subsequent work is placed. In locations where the excavated material is loose, the bottom 100mm layer shall be left un-excavated until placing of concrete or masonry. This thickness shall be taken out just before the placement of concrete or masonry work.

In the event of over excavation without the approval of the Engineer, such over excavated area shall be filled with selected excavated or borrowed fill material approved by the Engineer and finished compacted.

Excess volume formed in excavation shall be filled with selected excavated or borrowed material approved by the Engineer and compacted to the compaction standard requirements in the Fill Section of the Specification.

The Contractor shall, when suitable bottoms to excavations have been reached report to the Engineer at least 24 hours before further work on excavated bottom is to proceed.

Any further work executed before obtaining the prior approval of the Engineer for the bottom of excavations shall be removed. New work shall be substituted only after the bottom of excavations is approved.

3.3.6.2 Site Clearance:

Removal of Bushes and Vegetation: Site clearance shall be carried out in accordance with the direction of the Engineer for the area to be cleared. Bushes, vegetation and undergrowth shall be removed from sites required to be cleared. Trees and bushes shall be uprooted, raked and disposed off, deposited or burnt as directed by the Engineer. Holes left by stumps and roots shall be filled with suitable material and compacted to approval by the Engineer.

Removal of Termite Hills: Termite hills shall be removed and disposed to appropriate tip. The cavity formed by the removal of termite hills shall be treated with termite proof solution as described in the "Termite Proofing" section of this Specification and filled with suitable material and compacted to the approval of the Engineer.

Removal of top Soil: "Top soil" shall mean the top 200-300mm depth layer of soil containing more than 5% organic material by weight.

The top soil shall be removed to the specified depth leaving area clear off any vegetable soil. The removal of top soil shall be measured by the area occupied by the work to be placed on the cleared area. Removal of top soil shall be understood as including the disposal of surplus material or stock piling and wheel spreading of top soil at later stages as directed by the Engineer.

Contractor will carry out the excavation works for the secondary school in accordance with approved drawings and BOQs. The excavation will be done from a natural ground level to an average depth of 1000 mm including working space allowance of 150mm on both sides or as recommended by UNICEF consultant/engineer.

Contractor to remove the top soil to an average depth of 20-30 cm before starting the excavation works.

3.3.6.3 **Back filling:**

General:

Fill to excavations or to make up level shall be made in suitable material approved by the Engineer and capable of being compacted.

Fill shall be placed in successive stages of not exceeding 200mm and watered and compacted to approval by the Engineer.

The compaction achieved in filling shall be measured in accordance with the standard practice. The In-situ moisture content and density shall be compared with laboratory test results of modified AASHO T147 performed on samples of the selected material.

The minimum relative compaction to be achieved in the compacted area shall be 95% maximum dry density and the moisture content shall be within the range of 95% dry density. The moisture content of the fill material shall be adjusted as necessary to achieve the required compaction. Any material which after repeated compaction, does not fulfill the requirements, shall be removed and replaced.

The final levels of fill shall be adjusted, graded and prepared to receive bedding to be laid on fill. Fill shall be measured as equal to the net volume of void to be filled and shall be understood as including the stockpiling and haulage of material from location of fill.

Classification of Fill materials:

Backfill to excavation - Suitable material arising from excavation and capable of being compacted to form a stable filling having side slopes as indicated on drawing or directed by the Engineer.

Selected excavated fill - Suitable non-expansive material approved by the Engineer arising for excavation and capable of being compacted to form a stable filling having side slopes as indicated on drawings or directed by the Engineer.

Selected borrowed fill - Suitable non-expansive well graded soil or granular material with no rock lumps imported from outside and approved by the Engineer.

Disposal:

All unsuitable and surplus suitable material arising from excavations shall be disposed off when instructed by the Engineer.

Disposal shall be made to tips directed by the Engineer or indicated in the document. In the absence of direction from the Engineer or indication in the documents, it is the contractor's responsibility to identify the appropriate tip and dispose the material.

Disposal shall be understood to include stock piling, loading, transporting, dumping and wheel spreading at tip. Disposal shall be measured as the net volume arising from the void created by the excavation, less excavated material backfills, filled and wheel spread within site or left stockpiled.

The contractor shall remove all his trash, debris and waste material from the site upon completion of the works and prior to the backfilling works.

Datum: The Contractor shall at all times protect the excavation and trenches from damages of rain water, backing of drains and flooding of water. He shall provide and operate all pumps or other equipment necessary to drain and keep excavation trenches and entire sub grade area free of water.

3.3.7 Protection of Excavations

Excavations should be protected when digging is in progress and excavations should be made safe when workers are not on site in order to prevent people, animals or materials fallings in.

The Contractor shall provide all necessary boards or coverings and lay same to protect trenches or excavations from the effect of inclement weather, if so required by the Consultant.

The Contractor shall allow for keeping the excavations free from water by pumping or bailing

The Contractor shall report to the UNICEF consultant when excavations are ready to receive concrete foundation and shall not proceed with concreting until the excavations have been approved by the Consultant. Any concrete or other work put in before this has been done shall be removed, if so required, by the Architect. The Contractor shall not fill in over any work until it has been approved by the Consultant.

3.3.8. Concrete Works:

Lean Concrete: The contractor shall supply cement, tools and labor and construct a 50mm thick lean concrete in C5, reinforced concrete/floor slab in class C20, grade beam in class C25, concrete windows sill in C20 etc. in accordance with approved drawings and BOQs or as recommended by UNICEF consultant/engineer

Care shall be taken to protect the Base Slabs against soil collapse and soil erosion.

Reinforced Concrete in class C25 with minimum cement content of 360kg/m³ to be filled in to the formwork and vibrated around the reinforcement bars using concrete vibrator to ensure uniform mixing and avoid concrete honey combing.

Reinforcement steel bars to be provided in accordance with sizes and spaces as mentioned in structural drawings/BOQs, price should include cutting, bending, placing in position and tying up with wires.

3.3.8.1 Rates

The Contractor's rates for all items relating to the concrete works and tests shall include for carrying out the work in accordance with all the terms and requirements listed hereafter. The Contractor is to take full responsibility for providing an adequate key for plastering etc. on the concrete, wire brushing of timber formwork will be permitted and when metal formwork is used hacking of concrete will be allowed. The use of a retarder on the formwork will not be permitted in any circumstances.

The Contractor should note that all reinforcement and formwork has been measured separately, except that for precast work, the rates shall include for formwork and reinforcement as specified.

3.3.9 Defective Works

Where in the opinion of the Consultants any of the finished works or materials or workmanship in any part of the works do not comply with all relevant requirements of these Preambles, that part of the Works shall be classed as defective work.

All work classed as defective work, shall be cut and removed from the Work and replaced to the satisfaction of the Consultant. The extent of the work to be removed and the methods to be used in the removal and replacement of this work shall be in accordance with the Consultants' instructions.

Concrete shall be made with Portland cement, fine aggregate, coarse aggregate and water. No other agent or ingredient shall be added to the concrete.

3.3.10 Construction Materials:

Cement:

Cement shall be "Ordinary Portland or Portland Pozzolana" manufactured by an approved firm and shall comply in all respects with the requirements of ES C. D5. 201.

"Rapid Hardening Portland cement" may be used, subject to prior approval by the Engineer in order to speed up the progress of the works.

Cement shall be used in the order delivered. It shall be visually checked and tested before being used. Set or partially set cement bags shall be immediately removed from the site.

The cement shall be protected from damaged by the weather or any other causes at all times before use. It shall be stored in weather tight and ventilated shed of adequate capacity fitted with a boarded floor suitably raised clear off the ground. Cement shall be used in rotation in order of its delivery to site. Any cement, which has become caked or otherwise adversely affected, shall not be used in any part of the works and it is to be removed from the site.

The Contractor shall at all times furnish the Manufacturer's Certificate or test results from an independent agency.

Water: Contractor shall be responsible to provide water for the construction works, however the water used for the construction shall not contain damaging ingredients that might affect the properties of concrete or protection of steel bars against corrosion.

Aggregate:

Contractor shall be responsible to supply coarse and fine aggregates for the construction works. The aggregates shall consist of natural sand, gravel or crushed stone existing in natural deposit as well as other products verified by practice or products recommended through laboratory analysis.

Aggregate for lightweight concrete shall conform to the requirements of ASTM 330.

Samples of concrete aggregate materials shall be submitted for testing at least two weeks before bulk deliveries of aggregates are made. No deliveries in bulk shall be commenced until samples are approved.

Rejected samples shall be removed from the site within 24 hours.

Aggregates shall be obtained from an approved source. Samples of aggregates shall be supplied for approval, and when approved, further deliveries shall conform to the approved samples. Any material considered to be inferior to the approved samples shall be condemned and removed from the site. Aggregate shall be washed as often as required to make it conform to this Specification.

Fine and coarse aggregates shall be regarded as separate ingredient if not delivered like wise. Where more than one sizes of aggregate are combined with concrete mix, such proportion of combination shall conform to the appropriate grading as established by tests or as directed by the Engineer.

Fine aggregate: Shall be natural or crushed gravel or stone, clean sharp coarse grit, pit or river sand to conform with the requirements or ES C. D3. 201 for concrete aggregates.

Coarse aggregate: Shall be hard clean gravel or broken stones, durable, non-porous and free from harmful matter. It shall conform to the requirement of ES.C. D3. 201.

If the grading of any aggregate changes, the Consultants (Dtwins) shall approve the mix content.

Admixtures:

Admixtures to be used for concrete when permitted by the Engineer shall conform to the requirements of ASTM C260 & ASTM C494. Admixtures used in the work shall be of the same composition as used in establishing concrete proportions for the required class of concrete.

Reinforcing Steel Bars: Steel bars shall be of deformed steel with following specifications:

- Nominal diameter range of bars: 6-8-10-12-14-16-20-25-32 and 40 mm.
- Yield strength, f_y : $\geq 500 \text{ N/mm}^2$
- Ultimate strength, f_s : $\geq 550 \text{ N/mm}^2$
- Ratio f_s/f_y : ≥ 1.05

Form work and Scaffolding:

Contractor shall be responsible to provide timber and plywood etc. for formwork and scaffolding as per the requirement or as recommended by the consultant or UNICEF engineer.

The manpower and the accessories/ consumable required for the construction of formworks and scaffoldings conforming the dimensions and alignments in accordance with the shop drawings shall be included in the contractor's RFP.

Formwork shall be designed and erected to safely support, vertical and lateral loads that might be applied until such load can be supported by the concrete structure.

Vertical and lateral loads shall be carried to the ground by formwork and in place construction that has attained adequate strength for the purpose.

Formwork and false work shall be designed to include assumed value of live loads, dead load, weight of moving equipment operated on formwork, concrete mix, height of dropping concrete, vibrator frequency, ambient temperature, and other factors pertinent to safety of structure during construction

3.3.11 Reinforced concrete Structures:

These specifications outline the general requirements for reinforced concrete construction work. The contractor shall comply with all these requirements in accordance with approved drawings and BOQ's attached with SOW as an annex B & C.

- 3.3.11.1 Reinforced Concrete:
 Minimum compressive strength of concrete
 Slabs : $f_{ck} \geq 25 \text{ N/mm}^2$.
 Columns: $f_{ck} \geq 25 \text{ N/mm}^2$.
 Beams: $f_{ck} \geq 25 \text{ N/mm}^2$.
- 3.3.11.2 Acceptable Tolerance in Slump Test
 Slabs: 7cm-10cm.
 Columns: 7cm-10cm.
 Beams: 7cm-10cm.
- 3.3.11.3 Minimum Size of the Aggregates
 Columns: 20mm
 Beams: 20mm.
 Slabs: 20mm.
- 3.3.11.4 Minimum Concrete Cover:

Base Slab:	75mm
Columns:	40mm.
Beams:	40mm.
Slabs:	40mm

3.3.12 Concrete Testing: Cube Test

Test cubes for anyone structure, shall be prepared by the same person all the time. Samples shall be made on any one structure, at the same time from the same batch of concrete about to be placed in the structure. A slump test shall be made from the same sample. Test cubes shall be made as and when directed by the Engineer; but not less than one set of nine cubes shall be made for each 100m³ of concrete placed, or if the rate of placing is less than 100m³, then each 10 days or every floor for multi-storey structures.

Three cubes of each set shall be tested at 3 and 7 or 7 and 14 days and the third at 28 days all in accordance with the Code of Practice, ASTM, BS, or ESI test methods. Upon delivery of each new consignment of cement or other change of material or proportion, nine extra cubes shall be made and tested.

Cubes shall be clearly marked and dated as instructed. An accurate record of the location of the concrete for which the test is ordered shall be kept.

3.3.13 Structural/Material Test

If there is any doubt as to the strength of a structure solely or in part of the reasons that the site made concrete test cubes fail to attain the specified structure, strength, or because of one or more circumstances attributable to collapse or negligence; loading. Test shall be made in accordance with CP 2.

Material Test: Aggregate shall be, tested in accordance with the requirements of the standard for the suitability for concrete works. Aggregates shall be tested as often as change in source is made or directed by the Engineer.

3.3.14 Design and Control of Concrete and Mortar Mixes

For structural concrete mixes, made with ordinary Portland Cement, or Portland Pozzolana cement, the average 7 and 28 days' strength for each mix shall be in accordance with BOQs or as specified by the UNICEF consultant or engineer

3.3.15 Preliminary Strength:

Preliminary strength cube tests shall be carried out to check the calculated proportions for each structural concrete mix.

Preliminary cubes shall be made for each mix from three samples of aggregate and the samples of cement sent to the approved Testing Authority. From each sample of aggregate six cubes shall be made, three for test at seven days and three for test at twenty-eight days or as otherwise recommended by UNICEF consultant/engineer.

Each set of three cubes tested at twenty-eight days shall be accepted as satisfactory if either or all three cubes have a crushing strength greater than the preliminary strength or the average strength of the three cubes is greater than the preliminary strength, and the difference between the greater and the least is not more than 10% of that average.

All cost and all charges in consequence of the courses of action, the Contractor is directed to follow, shall be borne by the Contractor.

3.3.16 Work Strength

Work strength cube tests shall be carried out during the contract period.

A sample of the concrete shall be taken on each of the first four days the mix is used on the site. Six cubes shall be made for each sample, three for tests at seven days and three for tests at twenty-eight days, and shall be accepted as satisfactory if the crushing strength of all the three cubes is greater than specified for that mix.

Subsequently, a sample of the concrete shall be taken and six cubes made from the sample for every day of casting of structural concrete or as directed by the Consultants and these cubes shall be tested at seven and twenty-eight days to provide a record.

The Contractor shall maintain on the site a complete record of the date, time, grade and location in the works of the mix from which the sample was taken and shall submit this information with the test results to the Consultants as soon as they are available.

3.3.17 Works Test Failure

If any set of seven days' tests results indicates a low twenty-eight days' strength to be expected, the UNICEF Consultants shall be notified immediately and no props shall be removed from the affected part of the structure until the cause is determined.

If any of twenty-eight days' cube test results fall below the specified strength, the UNICEF Consultants shall be notified immediately and the cause of the failure investigated.

The extent of the area of the structure affected shall be as defined by the Consultants.

3.3.18 Masonry Work:

Contractor shall be responsible to construct 500 mm thick hard trachytic or equivalent stone masonry foundation wall and bedded in cement mortar 1:3 mix in accordance with drawing, BOQs and technical specifications as contained in this SOW.

Stone Masonry: The stone masonry foundation wall fully dressed 500 mm thick basaltic or trachitic to be built to an average height of 40cm above ground level and jointed in compo mortar with ratio 1:2:9 external side to be dressed roughly for pointing.

Block Masonry: the block masonry wall 200mm thick HCB bedded in compo mortar ratio 1:2:9 should be built as specified in drawing and or BOQs.

The walls shall be 400 mm thick and taken up truly plumb according to the drawings, specifications or as recommended by UNICEF consultants/

engineers. The thickness of joints in all masonry works shall not exceed 20mm. All bends and vertical joints shall be filled in solid as the bricks are laid. The courses shall be laid parallel with regular joints. All joints shall be correctly broken with the underlying courses. The bricks/or stones incorporated in the works shall be hard, well burnt with uniform size, shape and color, homogeneous in texture and free from flaws and cracks. All unfinished masonry work shall be cleaned and thoroughly wetted before the new work is started.

Sand Crete blocks shall be composed of one part cement to six parts sand by volume and shall have a minimum compressive strength of 2.8N/mm² and an Average of 3.5N/mm² in twenty-eight days.

The cement and sand shall be mixed and unless otherwise specified or directed by the Consultants, turned three times dry until an even color and consistency is achieved.

Water shall then be added gently through a rose; the quantity of water added being just sufficient to secure adhesion.

After removal from the machine, the blocks on pallets shall be matured under shade in separate rows, one block high, with a space between each block for at least 24 hours.

They shall then be removed from pallets but shall not be stacked up or be removed from shade for at least a further seven days, and then stacked not more than five blocks high in the shade for minimum of fourteen days and kept well-watered at all times.

No blocks shall be built into any part of the building until they have matured for at least twenty-eight days. The face of blocks, except where otherwise described shall be left rough for plastering or rendering.

Blocks of special size and shape shall be case true to shape, even in size, square and free from flaws or blowholes with clean and sharp arises and equal to samples approved by the UNICEF Consultants. All blocks shall be carefully handled. Blocks with broken arises shall not be used.

Samples: At least two weeks before block laying is to commence twelve samples of each type of precast sand Crete blocks to be used in the works shall be submitted to the approved Testing Authority. Should the test be unsatisfactory further samples will be required?

Block Laying: The whole of the block work shall be constructed as shown on the drawings. All blocks shall be well soaked before being laid. Block work shall, unless otherwise described, be built in stretcher bond.

All blocks shall be leveled carefully through every second coarse. All corners, junctions and reveals shall be properly bonded. All walls, perpend, quoins and the like shall be left strictly true, square and plumb.

Block work shall be carried out in uniform manner and no other portion shall be raised more than 1 meter above another at any one time.

Mortar joints shall not exceed 12mm thickness or as recommended by UNICEF consultant or engineer. Special care shall be taken that all vertical joints are filled with mortar.

All faces to be rendered shall have joints raked out to a depth of 12mm.

The Contractor shall properly have executed all rough cutting, bonding, weighting and trimming up to soffits, plumbing angles, building in or cutting and pinning in ends of lintels, sills, joints and the like.

Any defective blocks found in the works shall be cut out and replaced by sound ones at the Contractor's expenses.

3.3.19 **Plastering and Pointing:**

Contractor shall be required to apply 3 layers of plaster with cement mortar ratio 1:3 all external concrete members such as grade beam, elevation column, top tie beams and lintel beams and windows sill etc. in accordance BOQs, drawings and technical specifications.

Contractor shall be required to ensure pointing to all external HCB as specified in BOQs and technical specifications contained in this SOW. Plastered surface shall be smooth, leveled, plumb, regular edges/corners and without uneven surface.

3.3.19.1 **Paving and Flooring**

Contractor shall be liable to provide cement screed 3cm thick or as specified in the BOQ

Roughly dressed stone pavement to be provided around the building and pointed in cement mortar in accordance with technical specifications and BOQ.

Half concrete ditch to be provided around the building to ensure the out flow of rain water and avoid any pondage place in front of the building using quality concrete.

Contractor shall be required to contact UNICEF consultant or engineer immediately or within 2 days from the arising of the issue at site.

3.3.19.2 **Painting:**

Contractor shall be responsible to apply 3 coats of plastic emulsion paints to internal walls as well as chip wood ceiling as specified in the BOQs and technical specifications as contained in this SOW.

Emulsion paint shall be any one of the following types; acrylic polymer, ethylene/vinyl acetate polymer, versatate co-polymer or as recommended by UNICEF consultant/engineer and shall not be diluted with water except in strict accordance with

the manufacturer's instructions. The mist coat shall be mixed with a recommended petrifying liquid instead of water.

Contractor to ensure the paint is delivered to site in the manufacturer's sealed containers bearing the manufacturer's names, guarantees, and type of paint and quality market on the outside

None other than skilled workmen are to be employed, except apprentices and laborers. A properly trained foreman is to be constantly on the job whilst the work is proceeding.

Scaffolding: Provide all the necessary scaffolding, tools, appliance/equipment and everything else required for the execution of the work and needed for safety and security purposes.

3.3.19.2.1

Painting Schedule:

A painting schedule will be provided prior to the execution of the work to enable work to proceed at the appropriate time. The schedule will give all the necessary information on color, type of paint, surfaces to be coated and method of application.

3.3.19.2.2

Combination of Coats:

Paints and finishes, applied in any one combination of coats for any one surface, shall be provided by one manufacturer and be guaranteed by him to be satisfactory when used in successive coats, except for red lead and other metal primer.

3.3.19.2.3

Mixing of Paints:

All paints shall be thoroughly mixed before use, unless there is a specified instruction to the contrary on the container e.g. does not stir. They shall be so stored as to avoid exposure to extremes of temperature.

All paints are to be mixed, used and applied strictly in accordance with their manufacturers' recommendations.

3.3.19.2.4

Application:

Primers if recommended by UNICEF consultant/Engineer shall be applied by brush, subsequent coats by brush, spray or roller as recommended by consultant. Surfaces must be free from condensation and dusted or wiped with a rag to ensure freedom from dust or dirt.

Surfaces shall be evenly coated and free from runs, skins, dirt and bristles. Remove all drips, splashes and over painting to edges, touch up and make good. Remove all finger marks and leave clean.

3.3.19.2.5

Dried and Rubbed Down:

All coats of paint shall be thoroughly dry before the subsequent coat is applied. Each coat shall be rubbed down with fine sand paper.

3.3.20 Roofing

3.3.20.1 CGI Sheets

Galvanized corrugated steel sheets for roof and wall cladding shall comply with the requirements of ES C. D7.026 for size, thickness and galvanization requirement.

Galvanized corrugated sheets less than 32 gauge shall not be used for the roofing or wall cladding of permanent structures.

G-28 galvanized CI roofing sheets will be fixed to zigba purlins at 90 cm c/c in accordance with drawings, BOQs and technical specifications as contained in this SOW.

The fixing to include G-28 flat metal roof ridge cover and 2 coats of wood preservative paint to all zigba purlins and truss members as specified in the BOQs/drawings.

Fixing of G-28 galvanized sheet metal rectangular roof gutter as specified in the BOQ.

3.3.20.2 Fixing of CI sheets

Nails:

Galvanized steel sheet cladding and accessories shall be fixed to timber using chisel or diamond edge and convex head galvanized nail drawn from mild steel round wires.

They shall comply with the requirements of ES G.B4.120. Washers shall be diamond or flat pattern produced from rubber or bitumen coated fiber homogeneous and free from porosity and grit.

Hooks, Bolts, Nuts & Screws:

Galvanized steel sheet cladding shall be fixed to steel structure in steel hooks or bolts and nuts. Steel hooks, bolts, nuts and screws shall be zinc coated mild steel complying with the requirement of BS 1494.

The sizes of fixing accessories shall be as recommended by the manufacturer or detailed on drawings. The size shall always match the structure on which the cladding is to be fixed. Fixing accessories shall generally comply with the requirement of BS 1494.

Washers shall be diamond or flat pattern produced from rubber or bitumen coated fiber homogeneous and free from porosity and grit.

Hangers and brackets:

Hangers, brackets and anchors shall be of formed mild steel not less than 2mm thick and 10mm wide.

Hangers, brackets and anchors shall be fabricated in accordance with the detailed drawings. Hangers, brackets & anchors shall always be primed with anti-rust paint. Where the cladding accessories are finished painted they shall also be finished painted in the same paint and color.

Sheets are to be fixed to timber using galvanized spring head roofing nails and felt washers. Alternatively, galvanized steel drive screws, diamond shaped and felt washer may be used. All exposed nail heads in timber are to be punched well below the surface of the timber. Nails should be driven through ridges not valleys and should not be driven too hard.

Sheet shall, where possible, be laid from the end of the building away from the prevailing wind so that exposed edges face down wind.

Where sheets are to be bent parallel to the run of the corrugations, a generous radius should be maintained in order to avoid kinking. Bends are to be carefully marked by using pencil, not a sharp tool, to ensure that re-bending does not become necessary. Cuts across the corrugations can be made with fine toothed tool.

Workers should not walk on roof sheets, ladders or crawl boards should be used to gain access.

3.3.21 Carpentry and Joinery Works:

All timber for carpenter and joiner's work shall be approved timber properly seasoned, straight cut, free from sap, twists, large loose or dead knots etc. Sawn timber shall hold full scantlings specified after being sawn.

All structural members shall be well seasoned straight and free from any harmful defects. Each truss joint shall be connected with band iron and truss shall be firmly anchored to concrete top tie beam as specified in the BOQ, drawings and the technical specifications contained in this SOW,

Contractor shall be required to supply and fix Kerraro or equivalent facia boards as mentioned in the BOQ and drawings.

8mm thick chip wood ceiling divided in to panels with 10 mm recess between battens to be sued in accordance with BOQ and drawings.

The bidder to ensure the bid price is inclusive of ceiling battens and corner jist

3.3.21.1 Workmanship:

All workmanship shall be of the best quality. Carpentry and joinery shall be executed in a workmanlike manner and where not fully detailed on the drawings, to details prepared by the Contractor but with the approval of the Consultant, and shall conform to BS 1186 Part II.

All joinery shall be framed up and stacked in a dry place but it is not to be glued, wedged up or delivered to site until required in the building. Any joinery, which warps or develops shakes or another defect, shall be replaced by new one before being wedged up.

Frames shall be properly jointed at corners and mortised, tenoned and wedged in the best manner.

The Contractor shall provide all nails, brads screws, glass paper and tools etc. for the proper execution of the work. The heads of all nails, brads, etc. shall be punched below the surface.

The Contractor shall properly execute all fitted ends, miters, housing, returned ends, junctions of circular ends and straight end as may be necessary. All skirting, architraves and other joinery shall be accurately scribed to any irregular surface to which they abut.

The term plugging includes the provision of hardwood plugs of adequate dimension built, or cut and pinned, or cast into the wall surface and planted on.

Unless otherwise described on the Drawings, all joinery is to be fixed by screwing.

3.3.21.2

Protect Joinery:

All fixed joinery, which, in the opinion of the Consultant, is liable to become bruised or damaged in any way shall be completely, cased and protected by the Contractor until the completion of the works.

3.3.22 Metal Works:

Contractor shall be responsible to supply and deliver locally manufactured metal doors and windows in accordance with BOQ, drawings and technical specification as contained in this SOW.

The to ensure the manufacturing of metal doors and windows in accordance with sizes as mentioned in the BOQs.

Contractor shall be required to get the sample of metal windows and doors approved from the UNICEF consultant/Engineer before fixing the doors and windows. Once the approval has been obtained the quality of sample must be adhered to.

Protective Coating: All steel that does not have any other form of protective coating, shall be given one coat of red lead oxide for internal work and two coats of red lead oxide for external work, prior to delivery on site and the application of the decorative finish specified

3.3.22 Electrical Installations:

The work shall include the supply of all materials, unless otherwise stated, labor, tools and equipment necessary to install, test and commission all the services described in the BOQ or as shown on the Drawings.

3.3.22.1

Earthing

The whole of the electrical installations and all other equipment connected thereto shall be earthed in conformity with the requirements of the Supply Authority.

3.3.22.2

Testing Materials and Works

The cables, conduits and sheaths shall be tested for installation and continuity in accordance with the Supply Authority Regulations, as the work proceeds, before any connections are made to switch and distribution board terminals. In case any materials or work shall forthwith be amended in a proper and satisfactory manner, on being notified by the Consultants

3.3.22.3

Distribution Panels:

Contractor shall responsible to supply and install sub-distribution boards (SDB) with lockable door, earthing lead connectors, bus bar and all other necessary accessories as specified in the BOQ and/or contained in this SOW.

All distribution panels shall consist of substantial sheet cases with hinged doors. This metalwork shall be primed, and finished in a good quality stove enamel. Color finish to BS 318C.

Gasket shall be fitted to the doors to prevent the ingress of moisture and dust.

The distribution panel shall be supplied with end plates and the Contractor shall drill two extra 25mm diameter holes in each plate over and above those required for the circuit detailed.

The spare holes shall be fitted with hexagonal stopping plugs and locknuts.

All neutral bars shall have sufficient ways to enable the maximum number of single-phase circuits to be connected without bunching. Connections to neutral bars shall be made in such a manner that they correspond to phase connections.

Where distribution panels are installed in locations remote from their controlling switches they shall 'on load' isolating switches of ratings schedules mounted adjacent to integral panel.

3.3.22.4

Light points to be provided through PVS conductor using thermoplastic conduit in/under surface including caps and covers as well as flush mounted switches in accordance with BOQ/drawings and technical specifications.

3.3.22.5

Contractor to ensure that the type of the light to be fitted at the site are in full compliance to the BOQ or as recommended by UNICEF construction engineer.

3.3.22.6

Conduits:

All conduits shall be free from mechanical damage and shall be adequately protected both when on site and when installed in building structure. The Contractor shall be responsible for inspecting the conduit and accessories for damage before the final building finishes are applied.

All joints in conduits shall be made using push-in type of couplers and accessories, assembled with the adhesive supplied by the manufacturer.

Where conduits cross expansion joints, the Contractor shall install expansion couplers at the position of the expansion joints and at a right angle to it.

3.3.22.7 The Cables shall be installed in such a manner that it is possible to withdraw any number without distributing the remainder. The Contractor must always make reference to the derating factors for cable grouping as given in the current IEE Regulations.

3.3.22.7 Cables

All cables shall be color coded in accordance with the National Power Supply Authority Regulations. The extra type cable shall be as specified in the BOQs or on the drawings. The cable types between equipment and/or buildings shall be as specified. No jointing of cables will be permitted.

3.3.22.8 Telephone Points

Contractor shall be required to provide telephone in the administrative block in accordance with the specifications as mentioned in the BOQs/drawings. Contractor shall be responsible to supply and lay the conduit for telephone pipe from the MH in to tele internal box. All the work to be done in accordance with technical specifications and BOQ/drawing.

3.4. VIP Latrines:

Contractor shall be required to construct VIP latrines using soil waste and vent pipe in horizontal branches and vertical stacks in accordance with BOQs/drownings and technical specifications.

The pipes to be made of rigid plastic pipes (PVC) of approved standard including the necessary fittings such as bends, Y.T cleanouts as specified in the BOQ/drawing.

All the horizontal branch pipes shall be laid in a slope of 2% as outlined in the BOQ under technical specifications

Contractor to include necessary masonry works in their bided price such as chiseling of walls, beams, slabs, floors etc. closing such spaces/holes with concrete or cement mortar.

3.5 Storage, Delivery, Handling and Protection:

The Contractor shall deliver construction materials to site in sealed original containers with labels intact and should be responsible for safe custody of material at site. The contractor shall keep stored material covered at all the

times. The contractor shall exercise extreme caution in the storage of materials to prevent contamination; all materials shall be stored in safety containers in accordance with local safety requirements and applicable fire and safety regulations

3.6 Materials and Workmanship

All construction materials shall be approved by the consultant or UNICEF PE as being suitable for the intended task of the project in line with industry standards. Any materials rejected shall be replaced with proper standard at the Contractor's expense.

The Contractor shall perform all Works and Services in a thorough and professional manner to the satisfaction of UNICEF and in accordance with drawings, BOQs and technical specifications contained in this SOW.

3.6.1 Contractor shall be required to ensure the execution of construction works under the normal temperatures. In case of extreme cold/hot weather temperature the Contractor shall be responsible to use applicable/standard chemical in consultation with UNICEF engineers to ensure the execution in compliance to standard engineering practices.

3.6.2 The supervisor shall always be accessible via mobile phone during working hours.

4. Timeline

The Contractor shall complete the Works within **Twelve (12) months** from the commencement date or as otherwise specified on the Task Order (TO).

5. Logistic:

The contractor is responsible for all logistics required for the entire operation. This includes but not limited to the construction of temporary site office, staff accommodation, water, electricity etc. All consumables will have to be transported to site at the contractor's own expense.

6. Insurance:

All required insurance for public and private liability covering injury or death and property damage or loss will be the sole responsibility of the contractor. The contractor will be liable to provide UNICEF with the insurance certificates before the works commence.

7. Key Deliverables and Payment Strategy:

7.1 Contractors work progress at site will be measured in terms of established percentage deliverables and accordingly Contractor shall be entitled to submit its payments invoices to UNICEF. UNICEF consultant will be required to certify the payment in in line with physical progress of works at site and subsequently the contractor's payment invoice will be submitted to finance for further processing.

7.2 The list of deliverables and Payment mile stones is attached as Annex-2

7.3 Invoices:

Contractor shall be required to submit payment invoices to UNICEF in accordance with approved payment schedule. The payment invoice along with supporting documents in original should be submitted to UNICEF for verification and further payment. The payment request submitted by contractor shall be certified by the UNICEF consultant and then it should be submitted to UNICEF for further processing.

7.4 Payment Processing Time:

UNICEF shall be responsible to process contractor's payment invoice and transfer the payment in to contractor's payment within 30 days from the date of receipt of payment invoice.

7.5 Payment to Sub-Contractors

The Contractor shall be required to make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractors' Contractual arrangements with them.

7.6 VAT:

This is a VAT exempted Contract. UNICEF will obtain and assist the Consultant by obtaining the necessary exemptions from the relevant authorities.

8. Supervision of the Works

UNICEF designated staff member/and Project Engineer will supervise the execution of Works in accordance with drawings, BOQs and technical specifications as contained in this SOW.

9. Water Supply and Electricity for Construction Activities

The Contractor shall make his own arrangements for obtaining, storing, transporting and pumping of water required for execution of the project and for use by the Contractor's staff. Further, the Contractor shall make his own arrangements for electricity required for execution of the project.

10. SPECIAL INSTRUCTIONS TO THE TENDERERS:

10.1 Bidding Proposals: Separate technical and financial proposals should be submitted in sealed envelopes. Bidders are required to prepare their bids as per the BOQs attached taking in to account the related drawings and technical specifications.

10.1.1 Technical Proposal

The Bidder must provide sufficient information in the technical proposal to demonstrate compliance with the requirement set out in each section of this Request for Proposal (RFP). The proposal shall include but not limited to the documentation, as per Annex 3:

The Bidder General Information, which includes Financial Information (Paragraph C.1.1); Works in Hand (Paragraph C.1.2); Experience and References (Paragraph C.1.3); the Company Assets (Paragraph C.1.4); and Litigations (Paragraph C.1.5), together with relevant supporting documentation;

10.1.2 Financial Proposal

The bidders shall be required to quote their bid (i.e. itemized price) according to the attached BOQs. The itemized price shall be considered fixed price for the intended duration of the signed contract. For any change and variation in the signed contract, the itemized unit price will be used to calculate the overall financial effect of that change/or variation. The BOQs for various facilities have been attached for the financial proposal.

10.2 General Instructions

10.2.1 Site Visit

Tenderer are encouraged to visit the sites and familiarize themselves with all relevant details, before submission of the offer. UNICEF shall not be responsible to cover any cost/expenses associated with such visits. The location of newly constructed secondary schools and the one need expansion are given in paragraph 2.1.4

10.2.2 Dimensions:

The Contractor shall check all dimensions and details before commencing any work. The Contractor shall take all measurements and be responsible for its accuracy. The Contractor shall provide labor and survey equipment necessary to verify alignment, dimensions, grade elevations and coordinates for the construction.

10.2.3 Materials, Tools and Equipment:

UNICEF will not be responsible for the security of materials, tools and equipment used on site by the Contractor.

10.2.4 Premises:

The Contractor shall, at all times, keep the school premises free from accumulations of waste materials caused by his employees or due to his work. At completion of the project, Contractor shall remove all his crating, packaging and rubbish from the site, and all his tools, and surplus materials, and shall leave the work site clean and tidy.

10.3 Bidders Participation:

The bidders participating in the solicitation process shall be required to submit separate financial bid for lot 1 & 2. No bidder is allowed to submit a combined bid for both LOTS. The financial bid for each lot will be considered as an independent bid and accordingly will be evaluated. None the less any bidder can bid for both lots respectively.

11. Environmental Guidelines, Safety and Security

- 11.1 Contractor shall abide by all Safety and Hygiene national norms as well as any guidelines that will be issued by UNICEF from time to time.
- 11.2 Failure to apply such safety /security rules shall result in immediate suspension of the works by the UNICEF
- 11.3 Contractor shall bear all costs required to comply with safety and hygiene measures.
- 11.4 The Contractor shall take necessary measures to avoid creating dust during excavation.
- 11.5 The Contractor shall ensure that all the existing roads leading to the site are kept free of obstruction/obstacles and debris.

Annex-1:- Evaluation Criteria

CATEGORY	MAXIMUM POINTS	Points Obtained by Bidder
Technical Evaluation	70	
1. Company Technical and Financial /capacity	25	
2. Companies Work /Risk Strategy/ and Methodology	17	
3. Company key personals and proposed project Teams	08	
4. Company relevant experience and expertise	5	
5. Reference Checks	7	
6. Visits to the projects	3	
7. Risk Management Strategy	3	
8. Overall response: - Understanding of, and responsiveness to, UNICEF requirements - Understanding of scope, objectives and completeness of response - Overall concord between UNICEF requirements and the proposals.	(5)	
Financial Evaluation		
6. PRICE	(30)	
TOTAL MARKS	(100)	

Annex-2:- Key Deliverables/Payment Strategy

Key Deliverables		Payment Mile stones	Payments Schedule
NOs	Deliverables	NOs	Description
Deliverable-0	Upon submission of Bank Guaranties equal to 10% of the Contract Value	01	Advance Payment (i.e. 10% of the Contract Value)
Deliverable-1	Completion of 10 % of Work Done	02	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-2	Completion of 20 % of Work Done	03	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-3	Completion of 30 % of Work Done	04	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-4	Completion of 40 % of Work Done	05	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-5	Completion of 50 % of Work Done	06	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-6	Completion of 60 % of Work Done	07	Work progress obtained less 1% for retention money
Deliverable-7	Completion of 70 % of Work Done	08	Work progress obtained less 1% for retention money
Deliverable-8	Completion of 80 % of Work Done	09	Work progress obtained less 1% for retention money

Deliverable-2	Completion of 20 % of Work Done	03	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-3	Completion of 30 % of Work Done	04	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-4	Completion of 40 % of Work Done	05	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-5	Completion of 50 % of Work Done	06	Work progress obtained less 2% for recovery of advance payment and 1% for retention money
Deliverable-6	Completion of 60 % of Work Done	07	Work progress obtained less 1% for retention money
Deliverable-7	Completion of 70 % of Work Done	08	Work progress obtained less 1% for retention money
Deliverable-8	Completion of 80 % of Work Done	09	Work progress obtained less 1% for retention money
Deliverable-9	Completion of 90 % of Work Done	10	Work progress obtained less 1% for retention money
Deliverable-10	Completion of 100% Work Done; Upon issuing the Certificate of Substantial Completion	11	Work progress obtained less 1% for retention money.
DEFECT LIABILITY PERIOD (DLP)			
Deliverable-11	Submission of Bank Guarantee equal to 5% retention money	12	Release of 5% retention money
Deliverable-12	End of DLP; Upon issuing the Certificate of Final Completion.	13	Release of remaining 5% retention money

Annex 3: Technical and Financial Proposals

Technical Proposal:

C.1 Bidder General Information

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

C.1.1 Financial Information

Annual Turn-over Information (Last three years)		
Year	Turn-over	Remarks
2015		
2016		
2017		
Adequacy of Working Capital		
Source of credit line	Amount	Remarks

Total		

C.1.2 Works/Projects in Hand

C.1.3 Experience and References

Construction Experience in last five years				
Number of years as consultant:				
Year	Employer name & contact details	Description of Works/Services	Amount	Completed/O n-going
TOTAL:				

C.1.4 Company Assets:

Item	Number	Value per unit	Observations
Computers			
Property			
Cars/Trucks			
others			

C.1.5 Litigations

Information on any current litigation in which the Company is involved

Other Party(ies)	Cause of Dispute	Amount Involved

Financial Proposal

UNICEF will not be held responsible for any duties, taxes or other levies including Value Added Tax for which the Firm may be liable in the course of the consultancy. All duties, taxes, or other levies must be included in the fees as shown in the Financial Proposal.

BOQs (Annex 4): The bidder shall be required to quote their financial bid as per the attached BOQs, separate BOQs have been prepared for different facilities/infrastructure: The grand summary for LOT 1 and 2 has been attached below:

LOT-1			
GRAND SUMMARY			
CONSTRUCTION OF NEW SECODNARY SCHOOL IN BAMBASI			
Bill No	Block Description	No of Blocks/Classrooms	Amount (birr)
1	Administration - One Block	1	
2	Classrooms - Four Blocks	4	
3	Department /Staff Block	1	
4	Library Block	1	
5	ICT & Pedagogy Center	1	
6	Laboratories- Three Blocks	3	
7	Generator House	1	
8	Guard House	1	
9	Students Latrine - for Girls	1	
10	Students Latrine - for BOYS	1	
11	Staff Latrine Block	1	
12	Site Work	L/S	
13	Total		
EXPANSION OF SECODNARY SCHOOL IN TONGO			
1	No of Classrooms	5	
2	Library Block	1	
3	Student Latrines (Male/Female)	2	
4	Staff Latrine Block	1	
5	Site Work		
6	Total		
Grand TOTAL (13+6)			

LOT-2			
GRAND SUMMARY			
CONSTRUCTION OF NEW SECODNARY SCHOOL IN TSORE ARUMELA			
Bill No	Block Description	No of Blocks/Classrooms	Amount (birr)
1	Administration - One Block	1	
2	Classrooms - Four Blocks	4	
3	Department /Staff Block	1	
4	Library Block	1	
5	ICT & Pedagogy Center	1	
6	Laboratories- Three Blocks	3	
7	Generator House	1	
8	Guard House	1	
9	Students Latrine - for Girls	1	
10	Students Latrine - for BOYS	1	
11	Staff Latrine Block	1	
12	Site Work	L/S	
13	Total		
EXPANSION OF SECODNARY SCHOOL IN SHERKOLA (DICAC)			
14	No of Classrooms	5	
15	Library Block	1	
16	Student Latrines (Male/Female)	2	
17	Staff Latrine Block	1	
18	Site Work		
19	Total		
EXPANSION OF SECODNARY SCHOOL IN TSORA ALMETEMA			
20	No of Classrooms	3	
21	Library Block	1	
22	Student Latrines (Male/Female)	2	
23	Staff Latrine Block	1	
24	Site Work		
25	Total		
Grand TOTAL (13+19+25)			

Annex C

BOQ, Drawing and Design

<https://drive.google.com/drive/folders/1zPVUHn9L1qHHcsmwDoODkDo7sThfb7Hg?usp=sharing>

Annex C

BOQ, Drawing and Design

<https://drive.google.com/drive/folders/1zPVUHn9L1qHHcsmwDoODkDo7sThfb7Hg?usp=sharing>

ANNEX-D

CHECK LIST

Checklist for submission of proposals

- Bid form filled in and signed

- Envelope for technical proposal
 - Technical proposal
 - Technical proposal does not contain prices
 - Envelope is sealed
 - Envelope is marked as follows:
 - Name of company, RFP number - technical proposal

- Envelope for price proposal
 - Price proposal
 - Envelope is sealed
 - Envelope is marked as follows:
 - Name of company, RFP number - price proposal

- 1 outer enveloped
 - Containing bid form, envelope for technical proposal, and envelope for price proposal
 - Envelope is sealed
 - Envelope is marked as follows

Name of company

RFP number

UNICEF XXX

Address

ANNEX-D

DECLARATION FORM

To be attached with both the **technical and financial** proposals

To be submitted in the letter head of the company/firm submitting the proposal

[Location, Date]

To: UNICEF,

We offer to provide the consulting services for [Insert name of the assignment] in accordance with the terms of reference, the general and specific terms and conditions specified in your Request for Proposal No. [Insert number] dated [Insert date] and our technical and financial proposals submitted to you separately under a sealed envelope.

We understand that any contract resulting from this bid will contain the terms of reference, the general and specific terms and conditions specified in the request for proposal and is non-negotiable.

We herewith confirm that all the information and statements made in the technical and financial proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our technical and financial proposal is binding upon us and subject to the modifications resulting from contract negotiations. Our technical and financial proposal is valid for a period of 90 days from the bid opening date.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within [***] days/week of signing of the contract.

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

Name of authorized representative:

Title:

Signature:

Date:

Organization Name:

Postal Address:

Telephone/Mobile No.:

Fax No.:

Email Address:

