

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2018-9142068

07 September 2018

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Establishment of Long Term Arrangement for Developing Content Production of Human interest stories and Reports, Photo packages, Short films and Design, layout and Animation products.

CLOSING DATE: 26th SEPTEMBER 2018, Wednesday AT 1200 HOURS (NOON) IST AT ind.bids@unicef.org

BIDDERS ARE ENCOURAGED TO SUBMIT THEIR PROPOSALS PRIOR TO THE CLOSING DATE AND TIME AS ANY DELAYS ENCOUNTERED IN THE MAIL DELIVERY WILL BE AT THE RISK OF THE BIDDER.

1. Purpose

1.1 The purpose of this Request for Proposal for Services ("RFPS") is to invite proposals for "Establishing Long Term Arrangement for Content Production of Human Interest Stories, Reports, Photo Packages, Short Films, Design and Layout and Animated Products"

2. Pre-bid meeting / Conference

2.1 Please note that a pre-bid meeting will be held via conference call on

Date: THURSDAY, 13 September, 2018; Time: 11:00 AM - IST

Dial in No: + 91 11 24606333; Conference id 589624 followed by #

2.2 The questions and responses will be subsequently posted on UNGM website www.ungm.org (Business Opportunities) as an attachment under the #links# tab in the same Tender Notice by 21st September 2018

3. Submission Deadline and Proposal opening

3.1 The deadline for submission of proposals is as follows: **26th September 2018, WEDNESDAY by 1200 Hours (Noon) IST.**

3.2 Proposers will submit the proposals electronically at ind.bids@unicef.org in the following manner

a Technical Proposal file clearly named as "Agency Name - Technical Proposal-RFP-2018-063-9142068#"

b Financial Proposal file clearly named as "Agency Name - Financial Proposal RFP-2018-058-9142068#."

c The financial proposal should be password protected. Please do not reveal or share the password with anyone unless and until asked through an official communication

d. The "Request for Proposal for Services Form" (Page 3 of the RFP) should be completed and

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:



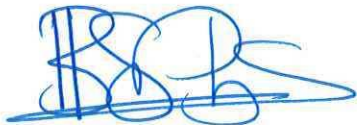
Date: 7/9/2018

Sapna Bhavnani

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

Email : sbhavnani@unicef.org

Approved By:



Date: 07/09/18

REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2018-9142068** set out in the attached document, hereby offers to execute the services specified in this document.

Signature _____

Date _____

Name & Title _____

Company _____

Postal Address _____

Tel No. _____

Fax No _____

E-mail Address _____

Currency of Proposal _____

Validity of Proposal _____

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

10 Days 3 0% _____ 15 Days 2 5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Item	Service Description	Quantity	Unit	Unit Price	Price
10	LTA for content production				
	LTA for Content Production	1	PU		

SPECIAL NOTES

PART I # PURPOSE OF THIS REQUEST FOR PROPOSAL FOR SERVICES

1 request for proposal for long term arrangement

1.1 United Nations Children's Fund (UNICEF) in New Delhi, India wishes to enter into a non-exclusive Long Term Arrangement (LTA) for the above mentioned services through a competitive bidding process. In this respect, UNICEF is inviting organizations to submit technical and financial proposals as outlined in this request and the terms and conditions contained herein.

2. Purpose

2.1 The purpose of this Request for Proposal for Services ("RFPS") is to invite proposals for "Establishment of a Long Term Arrangement for developing content production of Human interest stories and reports; Photo packages, Short films and Design, layout and animation products" [as fully detailed in the Terms of Reference/Statement of Work attached at Annex F]

3 Pre-bid meeting / Conference

3.1 Please note that a pre-bid meeting will be held on 13th September 2018 at 11.10 am via conference call the details are as follows.

Dial in No: + 91 11 24606333; Conference id 692558 followed by #

3.2 In case there are any queries/clarifications on the TOR/RFP, kindly send them (mentioning page number, section and para number) to Sapna Bhavnani by email at sbhavnani@unicef.org latest by 21st September 2018.

3.2 The responses to questions/clarifications will be uploaded/attached on UNGM website www.ungm.org (Business Opportunities) as an attachment under the #links# tab in the same Tender Notice by 24th September 2018.

4 0 Submission Deadline and Proposal opening

4.1 The deadline for submission of proposals is as follows: 26th September 2018 at 1200 Hours (Noon) Indian Standard Time (IST)

4.2 Proposers will submit the proposals electronically at ind.bids@unicef.org in the following manner.

a Technical Proposal file (pdf) clearly named as #Agency#s Name-Technical Proposal-RFP-2018-063-9142068#

b Financial Proposal file (pdf) clearly named as #Agency#s Name-Financial Proposal-RFP-2018-063-9142068#

c Services Form (Page 3) to be signed and sent along with the Technical Proposal for acceptance of GTCs.

d THE FINANCIAL PROPOSAL SHOULD BE PASSWORD PROTECTED PLEASE DO NOT SHARE OR REVEAL THE PASSWORD WITH ANYONE UNLESS AND UNTIL ASKED THROUGH AN OFFICIAL COMMUNICATION THE BID WILL BE CONSIDERED AS INVALID IF THE FINANCIAL PROPOSAL IS NOT PASSWORD PROTECTED

Due to the nature of this RFPS, there will be no public opening of proposals

PLEASE NOTE. UNDER INSTRUCTION TO PROPOSERS - Only Clause 1.9 (Emailed Proposals) is applicable. Clause 1.7 to 1.8.2 will not be applicable for this RFP.

1 Background and purpose

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

The purpose of this Request for Proposals for Services (#RFPS#) is to invite proposals for establishing a Long Term Arrangement for #Developing content production of Human interest stories and reports, Photo packages; Short films and Design, layout and animation products# [as fully detailed in the Terms of Reference/Statement of Work attached at Annex F]

EMAILED BIDS must be sent exclusively to ind.bids@unicef.org, in a non-editable format (i.e. PDF), clearly marked with the tender number RFP-2018-063-9142068 in the subject line and dispatched to arrive NO LATER than 26th September 2018 at 1200 Hours (Noon) IST. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Bids received in any other manner will be INVALIDATED

PLEASE NOTE: email should not exceed 10MB. If bid response is larger than 10MB, please zip the files or divide response into separate files and send in multiple emails instead

Full proposals should be submitted in ENGLISH and must be received not later than 26th September 2018 at 1200 Hours (Noon) IST in electronic PDF version, duly signed and dated. Bidders must submit their proposal, ensuring separate emails for the Technical Proposal and the Financial Proposal. Each email should indicate the Tender Number and Technical or Price Proposal in the subject line. The Financial Proposal must be submitted in an email separate from the rest of the proposal. NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL. Prices or rates shall not appear in any other part of the proposal.

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

1.2 UNGM

UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must register themselves at the UNGM website www.ungm.org. Bidders are required to register at Basic level only and share the UNGM number.

Unless bidders complete the UNGM registration they will not be considered for the bidding process.

For any queries please contact Sapna Bhavnani, Procurement Associate by email sbhavnani@unicef.org. All email communication in relation to the Proposal must clearly indicate the reference RFP number.

1.3 FORECAST SCHEDULE

The planned schedule of the contractual process is as follows:

Step/Date/Milestone description

1. 07/09/2018 - RFP released by UNICEF to the bidders on www.ungm.org
2. 11/09/2018 - Bidders to submit questions on the RFP through email by 1730 hours IST
3. 13/09/2018 # Pre-Bid Meeting in UNICEF Office, 73, Lodi Estate, New Delhi at 11.00 am
4. 17/09/2018 - UNICEF to upload the responses to the questions received on UNGM website www.ungm.org (Business Opportunities) as an attachment under the #links# tab in the same Tender Notice by 1730 hours IST
5. 21/09/2018 # Last date for bidders to submit any additional questions on the RFP through email to sbhavnani@unicef.org by 1200 hours IST
6. 24/09/2018 - UNICEF to upload the updated responses latest by 1730 hours IST
7. 26/09/2018 - Bidders to submit final proposal to UNICEF by 1200 hours (noon) IST

2 SOLICITATION, LONG TERM ARRANGEMENT

2.1 Long Term Arrangement(s) for Services (LTA-S) for the procurement of the services detailed in the RFPS will be required from time to time during the term of the LTA-S. It will be a provision of such LTA-S(s), that UNICEF will not be committed to purchase any minimum quantity of these services. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA-S.

2.2 Purchases will be made against contracts to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA-S(s). Actual quantities to be purchased will vary from contract to contract.

2.3 Other United Nations Agencies, Funds and Programmes shall be entitled to place contracts under the prices and terms of the LTA-S. Contracts placed by other United Nations entities constitute a contractual agreement between the supplier and the ordering United Nations entity. UNICEF will not be a contractual party to these contracts and has therefore no obligations or liabilities for contracts not issued by UNICEF.]

2.4 This RFPS document is comprised of the following
This document

- a) Annex-A. The UNICEF General Terms and Conditions of Contract (Services) which are attached to this document
- b) Annex-B: Technical Proposal # Content & Format
- c) Annex-C and C1: Contractor's experience # format
- d) Annex-D: Financial proposal
- e) Annex-E. Evaluation criteria
- f) Annex-F: Terms of Reference

2.5 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 Proposers 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 an LTA-S and linked contract is signed by UNICEF and the successful Proposer.

3 TERM

3.1 The proposed LTA-S shall be valid for an initial period of 24 months, with a possible renewal for an additional period of 12 months.

3.2 Prices offered by bidders shall constitute maximum ceiling prices and shall remain fixed for 24 months period from the commencement of the LTA.

PART II # PROPOSAL SUBMISSION PROCESS

1 PROPOSAL SUBMISSION SCHEDULE

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF by email to Sapna Bhavnani at sbhavnani@unicef.org that they have received this RFPS and whether or not they will be submitting proposals for this assignment. This is important as UNICEF will only share clarifications with agencies that confirm that they will be submitting proposals.

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 Sapna Bhavnani at sbhavnani@unicef.org. The deadline for receipt of any questions is 21st September 2018 by 1200 hours.

Proposers are required to keep all questions as clear and concise as possible and provide reference of the RFP page number, section number and paragraph number to which the question relates.

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 shared with the bidders.

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.

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

3. VALIDITY OF PROPOSALS, MODIFICATION AND CLARIFICATIONS, WITHDRAWAL

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

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

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

has been opened

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

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

4. ELIGIBILITY, PROPOSER INFORMATION

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

4.2 Joint Venture, Consortium or Association.

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

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

(ii) if they are awarded the LTA-S, the designated lead entity will enter into the LTA-S 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 LTA-S to the joint venture, in the name of its designated lead entity. The lead entity will sign the LTA-S 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 Instructions to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents,
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html,
- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this RFPS,
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

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

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

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

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

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

5.6 Proposals must be clearly marked with the RFPS number.

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

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

SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL

5.9 Price Proposal The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS

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

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

Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess its merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal. The adjudication will be done based on the Quality and Cost Based Selection (QCBS) methodology.

A two stage procedure will be followed in evaluating proposals, with evaluation of the technical proposal being completed prior to any evaluation of the financial proposal. Evaluators of the technical proposals shall have no access to the financial Proposals until the technical evaluation is completed.

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

a) Technical Evaluation

Technical Proposals will be evaluated on the basis of their responsiveness to the terms of reference, applying the evaluation criteria and the point system specified in Annex-E. Each Technical Proposal will be given a technical score. Technical Proposals receiving the minimum qualifying points or higher, will be considered technically responsive. After the completion of the technical evaluation, the financial proposal will be opened. Proposals which are considered non-technically compliant and non-responsive, will not be given further consideration.

b) Price Proposal (commercial evaluation)

The financial scores will be arrived at based on the formula specified below, whereby the lowest

evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 30 points. The financial scores of the other proposals will be in inverse proportion to the lowest price.

The evaluation formula is outlined as follows

$Sf = 30 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration

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 LTA-S(s)]

From the time the proposals are opened to the time the contract is awarded, bidders shall not contact UNICEF on any matter and any attempt to influence UNICEF in its evaluation of the proposals and award recommendation, may result in rejection of the proposal

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 LTA-S(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 LTA-S and linked 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 LTA-S,
- (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 an LTA-S 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 or cumulative volume discounts (i.e. discounts that increase as the cumulative order value increases throughout the validity of the LTA-S). 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.

Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-S.

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 (as issued in accordance with the provisions of the LTA-S) 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 each contract (as issued in accordance with the provisions of the LTA-S) 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 [INDIAN RUPEES]. 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.

1.5 Pre-Payment. Please note that UN Financial Rules and Regulations do not permit prepayment such as COD or LC. The standard payment terms are net 30 days from the receipt of the invoice and proof of delivery/acceptance of deliverables.

2. IMPLEMENTATION

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

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

arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal

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

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

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the LTA-S 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 LTA-S and related contracts to be executed by these specific experts. UNICEF will only consider substitutions 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 LTA-S and related contracts will not be accepted as a reason for substitution of any of the key experts.

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

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

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

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

3 LIQUIDATED DAMAGES

3.1 Liquidated damages. Any LTA-S(s) 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 relevant Contract for Services, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of this LTA-S and the relevant Contract for Services, 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 relevant Contract for Services. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to this LTA-S and the relevant Contract for Services.#

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)

1.2 If at any time during the term of the LTA-S 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 fees, rates and charges and related pricing terms under the LTA-S 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 LTA-S and linked contract(s), 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 LTA-S and linked contract(s). 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 (as issued in accordance with the provisions of the LTA-S).

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 LTA-S and linked contract(s)

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 LTA-S 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 LTA-S and linked contract(s) 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 LTA-S and linked contract(s) 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 LTA-S. 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 the LTA-S, UNICEF will be entitled to suspend the LTA-S and linked contract(s) for a period of time up to thirty (30) days or terminate the LTA-S and linked contract(s), 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 LTA-S and linked contract(s) it will be entitled to terminate the LTA-S and linked contract(s) 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 LTA-S and linked contract(s), 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 LTA-S and linked contract(s) 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 an LTA-S and/or linked contract awarded in relation to this RFPS, including but not limited to the award of the LTA-S and/or linked 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 GOODS AND SERVICES TAX (GST)

At the time of invoicing, for all goods/services where GST is applicable, please note:-

- i. Suppliers, delivering notified goods / services to UNICEF shall charge GST as applicable in the tax invoice issued by them.
- ii. The supplier must submit Tax Invoice indicating their GST Identification Number. UNICEF will not accept and pay GST against Retail Invoice
- iii. GST component must be listed as a separate line item in the invoice
- iv. GST and IGST invoices should be issued separately for Purchase Orders with multiple location of deliveries
- v. The supplier must quote UNICEF Unique Identification Number (UIN) specific to the State/Delhi Office on which the invoice is raised.
- vi. The supplier must file their GST returns for sales to UNICEF with GST component, as UNICEF will be claiming GST refunds
- vii. Any liability arising on non-compliance of GST Act, 2017 by the Supplier will be borne and paid by Supplier and UNICEF will not bear any such liability on behalf of the Supplier.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

- 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 (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract

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

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

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

"Fee" is defined in Article 3.1

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

Contractor's "Key Personnel" are (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract, (ii) Personnel whose resumes were submitted with the proposal, and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations

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

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

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

"Services" means the services specified in the relevant section of the Contract

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under

the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, 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 Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract

2 Provision of Services and Deliverables, Contractor's Personnel, Sub Contractors

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under

ANNEX A

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Contractor's Personnel and Sub Contractors

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

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

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

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

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

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

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

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

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

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

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

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

3 Fee, Invoicing, Tax Exemption, Payment Terms

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

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

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount

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

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

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

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

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

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

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

4 Representations and Warranties, Indemnification, Insurance

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms, (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading, (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract, (d) it has, and will maintain

throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract, (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party, and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner, (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry, (c) with priority equal to that given to the same or similar services for the Contractor's other clients, and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

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

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

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

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

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

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

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

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

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

Liability

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

5 Intellectual Property and Other Proprietary Rights, Data Protection, Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract

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

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

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

Confidentiality

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

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

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

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

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

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

Data Protection and Security

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

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

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

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

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

6 Termination, Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards), or
- (b) if the Contractor breaches any of the provisions of Articles 5.2.5.11 (Confidentiality, Data Protection and Security), or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

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

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

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

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

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

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

Force Majeure

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

7 Ethical Standards

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

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

(b) The Contractor represents and warrants that the following requirements with regard to former

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UNICEF officials have been complied with and will be complied with:

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

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

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

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

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

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

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

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

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

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

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

directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

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

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

8 Full Cooperation with Audits And Investigations

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

9 Privileges and Immunities, Settlement of Disputes

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

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

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

10 Notices

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

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

ANNEX A

GENERAL TERMS AND CONDITIONS

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

11 Other Provisions

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

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

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

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

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

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

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

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

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

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

TECHNICAL PROPOSAL - CONTENT & FORMAT

The technical proposal of the bidders should contain the following minimum information. Bidders are free to provide any other information that they deem fit and relevant in support of their bid.

THE TECHNICAL PROPOSAL SHOULD NOT EXCEED 12-15 PAGES

Section-1. Contractor's Experience:

- * Demonstrated experience in producing high profile communication products (design packages, short film/animation/PSA, advocacy tools, photo packages, human interest stories, social media content, reports, documents and short films)
- * Creative submissions. Sample portfolio of outstanding work done in the last 2 years to be submitted as **links**. Please do not submit soft copies. Please provide a minimum one sample and a maximum of three samples in each of the four categories (e.g. films, photography, writing & design). Any sample beyond three in each category will not be counted. Applications without at least one sample in each of the four categories will not be valid.

Section-2 INHOUSE CAPACITY / AWARDS

- * Capacity of infrastructure – in house / sub-contracting arrangements
- * Notable mentions / international / national recognitions and awards

Section-3 PROPOSED TEAM and ORGANISATIONAL CAPACITY

- * Team leader – Relevant experience and position with the agency,
- * Team members – collective experience (please provide qualitative experience of each core team member in addition to the experience of the agency)
- * Professional expertise of the production house/ agency i.e. knowledge and experience with similar projects, contracts, clients and consulting assignments
- * Ability to meet all the required products (film, design, writing and photography)

CONTRACTOR'S EXPERIENCE – FORMAT

Assignment name: (If with UNICEF, please mention contract number)	Country: Location within country:
Name of Client:	Address:
Duration of assignment (months): Start date (month/year): Completion date (month/year):	Total N° of staff-months of the assignment:
Approx. value of the contract (in INR):	Approx. value of the services provided by your firm under the contract (in INR):
Name of associated Contractors, if any:	N° of professional staff-months provided by associated Contractors:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader etc.):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

ANNEXURE C1 – CVs OF TEAM

Position Title and No.	{e g , TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List in reverse order starting with highest degree obtained up to Graduate Degree, the university/institution or other specialized education, giving the following details}

S. No.	Degree/Diploma/Certificate obtained	Name of University/ Institution	Duration	
			From (mm-yyyy)	To (mm-yyyy)

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position.	Contact information for references	Summary of activities performed relevant to the Assignment
[e g , May 2005-present]	[e.g., Ministry of . . . , staff/advisor/consultant to...	Tel . . . /e-mail . . . ; Mr xxxxx, deputy director]	

Membership in Professional Associations:

- 1.
- 2.

List of papers published in your name in peer reviewed/national/international journals:

- 1.
- 2.

Proficiency in Language Skills (indicate only languages in which you can work i.e. read, write, speak):

LANGUAGES	READ		WRITE		SPEAK		UNDERSTAND	
	Easily	Not Easily	Easily	Not Easily	Easily	Not Easily	Easily	Not Easily
<i>English</i>								
<i>Hindi</i>								
<i>Others (specify)</i>								

Expert's contact information: (e-mail , phone)

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by UNICEF, and/or sanctions by UNICEF.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Agency
(the same who signs the Proposal)

Signature

Date

FINANCIAL PROPOSAL - BREAKDOWN OF PROFESSIONAL FEES & EXPENSES

	Requirement	Amount in Rupees
1. FILM MAKING		
Short Film <i>Please submit the cost for one short film consisting of (a) 3 Shoot days (b) 2 cameramen (c) 1 location and (d) 3 edit days and 2 days travel</i>	30 seconds	
	< 1 minute	
	1 to <3 minutes	
	3 to <5 minutes	
	5 to 10 minutes	
	Cost for additional day shoot	
	Cost for additional location shoot	
	Cost for additional day of edit	
	Cost for additional day of travel	
2. PHOTOGRAPHY		
60-80 edited photos in large JPEG format	Pre-Production Costs	
	Half Day	
	Full Day	
	Production Costs	
	Half day	
	Full Day	
	Post Production Costs	
	Half day	
Full Day		
3. WRITING		
Human interest stories, social media content, reports and documents.	Per story (800-1000) words	
	Per post (50-100 words)	
	Reports – per word	

4. DESIGNING:

Artwork:

Comprises of time costs towards developing concept, graphic research, finalising and downloading artwork for the colour separation stage, **finalise a mock-up / dummy** according to UNICEF initial brief

1. BROCHURES, REPORTS AND BOOKLETS UP TO A4 SIZE: From 8 pages and up to 40 pages only). Designing Cover, Contents including Title and Credits pages

Description	Artwork <u>Per page Cost</u> <u>in INR</u>	Adaptation cost for publications (originally designed) as a 'series/set' of up to 12 subsequent publications: Price per publication in INR
Brochure		
Report		
Booklet		

1 1 TEXT COMPOSITION AND BASIC PAGE LAYOUT PER PAGE costs including tables (any number of pages). To be used for projects that do not involve creative Design work

Size	Text Composition and basic Page layout artworks Per Page Cost in INR
Up to A4	

2. BOOKS AND REPORTS UPTO A4 SIZE: (Over 40 pages up to 440 pages). Designing Cover, Contents including Title and Credits pages

Pages	Artwork Cost Per page in INR	Adaptation cost for publications (originally designed) as a 'series/set' of up to 12 subsequent publications: Price per publication
Books		
Reports		

3. FLYERS:

Size	Artwork cost per flyer in INR	Adaptation cost for multiple 'series/set' of flyers after first/initial design: Price per subsequent flyer
Up to A4		

4. LEAFLETS: from 4 to 12 panels (4 to 5 folds)

Size	Artwork Cost per leaflet in INR	Adaptation cost for multiple 'series/set' of leaflets after first/initial design: Price per leaflet
Up to A3		

5. FOLDERS: Including 2 + pockets (eg, 8 5" x 4" & 0 25" spine on both sides)

Size	Artwork Cost per Folder in INR	Adaptation cost for multiple 'series/set' of folders after first/initial design: Price per folder
Up to 9" x 12 5"		

Closed size		
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6. INFORMATION KIT: FOLDER + FACT SHEET + PHOTO CARD:

For Folders, refer to No 5 FOLDERS quotation

For Fact Sheets and Photo Cards, refer to No 3 FLYERS quotation

7. POSTERS:

Size	Artwork cost per poster in INR	Adaptation cost for multiple 'series/set' of posters after first/initial design: Price per poster
Minimum 17 x 22" and Maximum 27 x 39"		

8. FLIP CHARTS:

Size	Artwork Cost Per page	Adaptation cost for multiple 'series/set' of flip charts after first/initial design: Price per flipchart
Open size; Maximum A3		

9. CALENDARS: Wall 'hanging' type calendar cover can have design on 1 or 2 sides

Size	Artworks Cost in INR
1 individual Leaf Up to 24" x 35"	
6 + 2 (6 leaf contents + 1 or 2 leaf cover Up to 24" x 35"	
12 + 2 (12 leaf contents + 1 or 2 leaf cover) Up to 24" x 35"	

9 1 Desk type calendar (Design including stand; Cover can have design on 1 or 2 sides):

Size	Artwork Cost in INR
6 + 2 (6 leaf contents + 1 or 2 leaf cover) Up to 8.25" x 11 70"	
12 + 2 (12 leaf contents + 1 or 2 leaf cover) Up to 8 25" x 11 70"	

10. LETTERHEADS

Size	Artwork Cost in INR per page
Up to A4	

11. GENERIC ENVELOPES (Individual designs)

Size	Artwork Cost in INR per page
Maximum size A3	

12. INVITATION CARDS AND ENVELOPES (A SET – Envelope Design included)

Size	Artwork Cost in INR
(Usually 6" x 4" / 7" x 5" or 8" x 5 5")	

13. STICKERS / BADGES

Size	Artwork Cost in INR	Adaptation cost for multiple 'series/set' of stickers / badges after first/initial design: Price per sticker / badge
Any size		

14. NOTEPADS

Size	Artwork Cost in INR
Maximum A4 closed size	

15. WOBBLER / DANGLER

Size	Artwork Cost in INR
Any size	

16. TIN PLATE POSTER DESIGNS

Size	Artwork Cost in INR
1.5' x 2' / 2' x 3'	

17. BACKDROPS

Size	Artwork Cost in INR
Maximum 10 x 20 feet	

18. SANDWICH BOARD DESIGNS

Size	Artwork Cost in INR
3' x 5'	

19. BUNTINGS / BANNERS

Size	Artwork Cost in INR	Adaptation cost for multiple 'series/set' of buntings/banners after first/initial design: Price per bunting/banner
Any Size		

20. HOARDINGS / BILLBOARDS

Size	Artwork Cost in INR	Adaptation cost for multiple 'series/set' of hoardings after first/initial design: Price per hoarding
Any Size		

21. WALL PAINTINGS

Size	Artwork Cost in INR
Maximum 10 x 20 feet	

22. NEWS LETTERS / E-NEWS LETTERS

	Artwork Cost in INR
Newsletter	
E-newsletter	

23. LOGOS

Type	Artwork Cost in INR
Level 1 typographical only	

Level 2 typograph + light symbol	
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24. HAND RENDERED ILLUSTRATIONS / PAINTINGS – cost per illustration

Type of Illustrations	Up to A4		Up to A3		Up to A2		Up to A1	
	1 col	Full col	1 col	Full col	1 col	Full col	1 col	Full col
Line drawings								
Comic style								
Conceptual Illustration/ Specialised/ high detail style								

24.1 COPYING OF HAND RENDERED ILLUSTRATIONS / PAINTINGS - cost per illustration

Type of Illustrations	Up to A4		Up to A3		Up to A2		Up to A1	
	1 col	Full col	1 col	Full col	1 col	Full col	1 col	Full col
Line drawings								
Comic style								
Conceptual Illustration/ Specialised/ high detail style								

24.2. COMPUTER-GENERATED ILLUSTRATIONS - 1 x colour or Full Colour

Illustration	Cost per illustration in INR
A4 Bitmap (above 300 dpi)	
Vector based using Illustrator, etc	

25. COMPUTER-GENERATED MAP RECREATION

Map	Size	Artwork cost in INR per Map
Conceptual / Complex map	Up to A4	

26. GRAPHS

Graphs	Size	Artwork Cost in INR per Graph
Conceptual graph	Up to A4	

27. PHOTO / OTHER EXHIBITION

27.1 Layout for Exhibition Room / Hall: Back-drops / Standees

Size	up to 3 panels	up to 5 panels	Up to 10 panels	up to 20 panels
Back-drop - Maximum 10' x 20'				
Standees – 2 5' x 6'				

27.2 Design and Artworks for Display Boards: Up to 1 25 x 2 50 metres

Size	1 panel	up to 3 panels	up to 5 panels	up to 10 panels	up to 20 panels

Display Board – 1 25 x 2 50 meters					
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28. PRESS ADS CAMPAIGN / PUBLIC SERVICE ANNOUNCEMENTS (Print Media)

28 1 Press Ads

Size	Pages	Artwork Cost in INR	Adaptation cost for multiple 'series/set' of press ads after first/initial design: Price per ad
Open	1		
Campaign	1		

28 2 Public Service Announcements (typographical) / Small Ads (Print / Digital Media)

Size	unit	Artwork Cost in INR	Adaptation cost for multiple 'series/set' of small ads after first/initial design: Price per ad
small space	1		

29. PACKAGES

Items	Unit	Artwork in INR per item
Pen Drive/ USB/hard drive/DVD	1	
Kit Bag	1	
Box for series of publications	1	
Bags for workshops	1	

30. COPY WRITING, EDITING, PROOF READING & TRANSLATION COSTS PER PAGE for Senior Copywriter / Editor / Proof reader / translator:

Services	English	Hindi	Any Regional Indian languages	Any International languages
Copy writing				
Editing				
Proof reading				
Translation				

31. WEB GRAPHICS / PAGES AND DESIGN COSTS

Items	Cost in INR per item	Remarks
Home page / Introductory page		
Contents pages per page		
Web Site Annual maintenance and updating of site		
Flash		State costs per 'still' and for animation per second
Dreamweaver		State costs per page including links

32. POWER POINT / FLASH PRESENTATIONS

Presentations	Up to 25 slides	Up to 50 slides
Power Point		

Power Point template per presentation		
Power Point and Flash mixed		

33. DIGITAL PROOFING SYSTEMS PRICES PER UNIT COST

Types of proofing	A4	A3	A2	A1	Remarks
Laser print – b/w					
Laser print - colour					
State any other proofing systems					

34. T-SHIRTS

Artwork Cost in INR	Adaptation cost for multiple 'series/set' of t-shirts after first/initial design: Price per item	Remarks

35. DUPLICATION OF USBs / DVDs / Hard Drives: Printing of pre-assigned Design onto Flash Drive / Hard Drive

Number of USB / Hard Drive & printing method	Cost	Remarks
Per / USB / DVD / Hard Drive (using sticker printing)		
Up to 50 (using sticker printing)		Cost per colour/impression
100 minimum (using screen printing)		Cost per colour/impression

36. INFOGRAPHICS / FACTOGRAPHS:

	Cost per Infographic	Remarks
Infographics / Factographs		

37. ANIMATION FILMS:

	Cost per minute	Remarks
Animation Films		
GIFs		

38. GIFS:

	Cost per second	Remarks
GIFs		

39. CREATION / TREATMENT OF IMAGES FOR SOCIAL MEDIA

	Cost per image	Remarks
For any Social Media Platform (maximum size A4)		

- a) The above rates for films should be lump sum (all-inclusive unit costs) The inclusions are developing the creative strategy, story board, script, direction, professional fees of technical crew, standard equipment hire charges, basic graphics like front plate and end plate, sub-titling, consumables – tapes for shooting if required, post production and mastering in, logging and transcribing editing – studio hire charges

- b) For producing films, animations and multimedia packages, any additional requirement towards drones, copyrights of music etc will be at actuals upon prior approvals from UNICEF,
- c) Budget estimates will be submitted by the contractor before each assignment for approval by UNICEF. Contracts will be issued for each assignment separately,
- d) Out of pocket expenses to be estimated for each assignment and mutually agreed and approved UNICEF prior to each assignment

ACCEPTANCE OF GENERAL TERMS AND CONDITIONS OF THE RFP IS MANDATORY.

PAYMENT TERMS:

Please confirm by ticking (✓) which of the following payment terms are offered by you:

10 days 3.0% ____; 15 days 2.5% ____; 20 days 2% ____; 30 days net ____; Other ____ (please specify)

EVALUATION CRITERIA OF TECHNICAL PROPOSALS

CATEGORY	MAX. POINTS	MIN. POINTS
1. EXPERIENCE / SAMPLES * Demonstrated experience in producing high profile communication products (design packages, short film, photo packages, human interest stories, (15) * Creative submissions Sample portfolio of outstanding work done in the last 2 years Please provide a minimum one sample and a maximum of three samples (as links) in each of the four categories (e.g. films, photography, writing & design) Any sample beyond three in each category will not be counted. Applications without a sample in each of the four categories will not be valid (25)	40	
2. INHOUSE CAPACITY / AWARDS * Capacity of infrastructure – in house / sub-contracting arrangements (5) * Notable mentions / international / national recognitions and awards (5)	10	
3. PROPOSED TEAM and ORGANISATIONAL CAPACITY * Team leader - Relevant experience and position with the agency, (5) * Team members – collective experience (please provide qualitative experience of each core team member in addition to the experience of the agency) (5) * Ability to meet all the required products (film, design, writing and photography) (10)	20	
TOTAL MARKS FOR TECHNICAL COMPONENT	70^[1]	49
5. FINANCIAL PROPOSAL - PRICE 30 marks are allocated to the lowest priced proposal The financial scores of the other proposals will be in inverse proportion to the lowest price	30^[2]	N/A
TOTAL MARKS	100	

^[1] For this RFP, the **Technical Proposal** has a total score of 70 Bidders must score the minimum 49 points to be considered technically compliant and in order for the Financial Proposals to be opened

^[2] For this RFP, the **Financial Proposal** has a total score of 30.

TERMS OF REFERENCE

1 BACKGROUND

UNICEF works towards realization of the rights of children as prescribed in the Convention of the Rights of the Children. These rights pertain to child survival, protection, development and participation

In its efforts to achieve its goals, various sections of UNICEF apply different strategies and intervene at different levels. With these interventions, there have been significant achievements and different lessons learnt. UNICEF has been using five strategies of (1) capacity development, (2) decentralization and improved governance, (3) partnerships, (4) social inclusion for equity, and (5) knowledge management to enhance results for children. UNICEF realizes 'Knowledge management' as a key strategy to identify and document, processes, impact, issues, key insights, experience etc.

There is an ongoing requirement for production of communication, advocacy and visibility materials that documents key children's issues and ongoing responses in the field through high quality content packages, to support UNICEF's and the Government of India's communication, advocacy and visibility efforts with legislatures, policy makers, media, donors, partners and the public at large.

These high quality content packages include design packages, advocacy toolkits, photo packages, human interest stories, animation films and short films that document UNICEF related initiatives. These high quality content packages will be disseminated through different channels including website, social media networks, partner channels and donor reports.

UNICEF requires the services of a reputed content production agency on a long term arrangement which offers services in the field of writing, copy editing, photography, filmmaking and design/layout to produce and edit, high quality reports, short films including animation films, design collaterals, photo packages as part of a complete package of content.

2 OBJECTIVES

Hire the services of reputed content production agencies to produce:

- 1 Human interest stories and reports,
- 2 Photo packages,
- 3 Short films,
4. Design, layout and animation products

3 DUTY STATION

New Delhi and/or field locations as individual assignments may require.

4 SUPERVISOR

Advocacy and Communication Specialist/Officer and Programme Officers, as relevant to different assignments.

5 MAJOR TASKS TO BE ACCOMPLISHED

General tasks

Review, organize, edit and consolidate material for knowledge products ensuring clarity and continuity of the argument, as well as clarity of structure and core themes;

- a) The agency will receive a full briefing from UNICEF for each assignment and depending on the project and content package required will produce human interest stories, short films, animation films and documents/materials on UNICEF related activities in the field.
- b) Proof-read layout files, including checking spelling, country and city names as well as acronyms and other abbreviations (making sure that they follow official UNICEF terminology and conventions), style

consistency, callouts, layout problems, references, etc.

- c) Ensure implementation of the UNICEF style guide and UNICEF brand guidelines (UNICEF style guide will be provided by the UNICEF India Country Office)
- d) Produce digital content media as required including project factsheets, web pages; stories of change and knowledge products
- e) Proof-read layout files, including checking spelling, country and city names as well as acronyms and other abbreviations (making sure that they follow official UNICEF terminology and conventions), style consistency, callouts, layout problems, references, etc.
- f) Be available for feedback and inputs as per the requirement of the office

For Film making

Conceptualize and produce the short films

Propose a structure, storyline, a visual treatment with clear flow of segments Capture the stories of change through the story of one or few protagonist(s) from the field

Type of film	Duration (approx.)	Audience	Location	Broad content
Short Film	30 seconds <1 minute 1-3 minutes 3-5 minutes 5-10 minutes	UNICEF supporters, Followers of UNICEF India and global web and social media platforms, donors, general audiences, CSO, NGOs and Government Counterparts and public at large	Pan India	The short films and PSAs will focus on the change protagonist and hear their story in their own words The idea is to capture the process by which the change happened Identification and mention of edges of change and tipping point for the change will be crucial There are UNICEF guidelines for these kind of films, which will be shared after the agencies have been selected.

- i. Attend (or participate via conference call) in pre-production briefing on the issues being covered and participate in preparatory research and production planning
- ii Develop a draft script, based on the concept/structure and treatment agreed
- iii Finalize the script in consultation with UNICEF.
- iv There may be occasions when UNICEF may seek a storyboard for a short duration film If this is asked for, the agency must provide the same as per professional industry practices
- v Send a team of professionals –cameraperson, sound recordist, interviewer/reporter/producer with appropriate equipment to shoot the film
- vi Edit the film into a fast paced, high quality, engaging product including the addition of graphics where required and subtitling of sound bites in English and Hindi as required
- vii As and when needed, add background music to the film
- viii Recording of high quality voice over with good quality professional voices in English AND/OR other language (if desired)
- ix Provide regular updates to UNICEF, regarding key understanding and major challenges, if any
- x UNICEF officer to provide feedback within an agreed time limit
- xi Design the DVD/CD cover (sticker & jewel box inlay card) for the film with details This may in English, Hindi or both. (If required)
- xii Submit a rough cut UNICEF may ask for changes in rough cut
- xiii Comply with the changes, and resubmit for approval
- xiv There may be another round of changes at this stage
- xv Finalize the film by incorporating the changes.
- xvi Deliver the final materials as mentioned in the 'End product'

- xvii If requested for, deliver shorter edit versions of the film and language versions
- xviii Utilize the interview material and scripts to develop human interest stories featuring the same protagonists, radio content multimedia packages and social media content

For Photography

- i Photograph people and locations related to UNICEF programmes, keeping in mind culture, gender and other diverse sensitivities as per UNICEF guidelines. The photographs should be usable for diverse audiences and have universal appeal.
- ii Attend briefings on the specific project and issues to be covered based on national and state priorities
- iii Demonstrate a client-oriented approach, tact and ability to work with people of different national and cultural backgrounds
- iv Ensure effective and efficient provision of services, full confidentiality in all aspects of assignment, management of information flow and follow-up on deadlines and commitments made
- v Ensure dignity of subjects, particularly in the context of people living or affected by HIV and children
- vi Write succinct, edited and well written captions for all high quality images
- vii Caption to be embedded in the images and shared separately as a word document as well,
- viii Ensure consent forms are signed by children and / or guardians as per UNICEF guidelines
- ix. Work closely in close coordination with the communication and programme focal point both at the India Country Office and at the state level

For Writing

- i. Write, edit and finalize crisp, succinct, human interest stories and text for photo essays for UNICEF projects
- ii Research the issues and characters being documented, in-depth interviews of community, service providers, government counterparts, beneficiaries, while being mindful of sensitivities of specific situations.
- iii. Work in close coordination with the photographers to get relevant powerful images for their stories and photo-essays
- iv Review, organize, edit and consolidate material for knowledge products ensuring clarity and continuity of the argument, as well as clarity of structure and core themes,
- v Proof-read layout files, including checking spelling, country and city names as well as acronyms and other abbreviations (making sure that they follow official UNICEF terminology and conventions), style consistency, callouts, layout problems, references, etc
- vi Ensure implementation of the UNICEF style guide (UNICEF style guide will be provided by the UNICEF India Country Office),
- vii Write / edit/design digital content media as required including project factsheets, web pages, stories of change and knowledge products ;
- viii. Draft blurbs, stories, and content as required for online/social media,
- ix Be available for feedback and inputs as per the requirement of the office,

For Designing

- i Conceptualize and produce layouts, designs, etc and provide UNICEF with alternative proposals with three different concepts and designs for each item
- ii Produce dynamic *flash presentation*, *slide shows*, animation films, infographics, prezzie and Flash demos, web/graphic designs for websites, e-newsletters, power point presentations and other marketing channels. Custom designed for each project
- iii Custom design each Flash presentation, animation after effects movie and motion graphics packages to effectively convey message and connect with the audience based on pre-defined advocacy priorities
- iv Attend pre-production briefing on issues being covered and participate in preparatory research and production planning

For Filmmaking

- I A well edited, high quality, ready to broadcast film as per the initial brief
- II Films can range from 30 seconds to ten minutes
- III Shooting masters of the film are to be retained by the vendor for three years from the date of finalizing the film.
- IV Mixed track master to be submitted to UNICEF electronically or in person
- V International tracks version to be submitted to UNICEF electronically or in person
- VI Cue sheet of the master (this is different from shot list)
- VII Music cue sheet
- VIII Shot list (in case of human interest stories)
- IX B-Roll The B-roll will contain a selection of the best shots and interviews for each of the packages
- X Final Scripts in English and Hindi (whichever is needed)
- XI If the rights to any existing footage, music, sound, voice or photo are to be procured, copyright license will be in the name of UNICE, for all mediums, in perpetuity These will be 'on actual cost'
- XII UNICEF consent and release forms for everyone appearing in the film to be signed by the people/children (by their guardians) to be completed by the vendor with UNICEF support where required, and submitted to UNICEF
- XIII Talent release form – for any film where actors' services have been hired
- XIV. If UNICEF asks for, agency will ensure that all copyrights of the writer, lyricist, footage etc are with UNICEF
- XV When asked by UNICEF, a shorter version of the film should be edited out of the main film This may be a promo or a short version for presentation No fresh shooting or recording may be required for this
- XVI. If required, DVDs must have the designed and printed stickers, with inlay cards in jewel boxes
- XVII. If required, final ready to print artwork of DVD stickers and inlay cards with print specifications
- XVIII. Web enabled version of the film (Flash or any other version agreed upon)
- XIX Clean version of the film (without graphics/text), with open format of graphics to enable language versioning
- XX Photographs of shooting may be advisable, as these may be useful for designing DVD covers if required
- XXI The film should be accompanied by brief abstract along with Meta content and keywords that will be uploaded on UNICEF website, Facebook and YouTube channels
- XXII Metadata for posting the film on UNICEF IEC e-warehouse
- XXIII A much shorter edited version – like a promo, if needed
- XXIV Language version of the film, if requested

For Photography

- I For each shoot day, provide 60-80 edited photos in large JPEG format
- II. Images need to be embedded with captions entered in IPTC code format
- III Captions also need to be submitted in a Word document
- IV Final CD with all images shot during the assignment to be provided to UNICEF
- V Consent forms signed by children and / or guardians as per UNICEF guidelines

UNICEF retains copyright over all images shot during the course of an assignment. Copyright will appear as name of photographer/UNICEF India The consultant may be required to travel to remote, hard-to-reach areas to get relevant pictures

Writing

- I Well-written and edited human interest stories, social media content, reports and documents.
- ii. The requirements of each individual assignment will be discussed with the supervisor prior to commencement.
- iii. Stories will often be adapted from the video interviews

Design

- i Conceptualize and produce layouts, designs, etc for the entire package and provide UNICEF with alternative proposals with three different concepts and designs for each item
- ii Produce dynamic *flash presentation, slide shows*, animation films and Flash demos, web/graphic designs for websites, e-newsletters, power point presentations and other marketing channels Custom designed for each project
- iii Custom design each Flash presentation, animation after effects movie and motion graphics packages to effectively convey message and connect with the audience based on pre-defined advocacy priorities
- iv Attend pre-production briefing on issues being covered and participate in preparatory research and production planning
- v The agency will be briefed by UNICEF on the requirements of the film and the dimensions to be covered

CONCEPT, DESIGN AND ARTWORKS: Operational across all platforms

- i. Brochures / Reports / Booklets (up to 40 pages)
- ii Booklets
- iii Books / Reports (over 40 pages)
- iv Flyers 1 single sheet
- v Leaflets
- vi Folders + pocket(s)
- vii Information Kits
- viii Posters
- ix. Flip charts
- x Calendars wall and desk types
- xi Newsletters/e-newsletters
- xii Infographics
- xiii Banners
- xiv Backdrops
- xv Business cards
- xvi Computer Graphics
- xvii Packages (for different info Materials, e g , CD ROM covers, video covers, audio cassette covers, etc.)
- xviii Power Point / Flash Presentations
- xix Multimedia Design Web Graphics / Web pages / Web sites / Infographics
- xx Emailer design
- xxi Flash presentations/animations
- xxii. Editorial, copy writing, translation and proofing reading
- xxiii. Branded USBs

8 DURATION OF LTA

The Long Term Arrangement is for a duration of 3 years The LTA would be for one year initially with an option for renewal in subsequent 2 years based upon satisfactory performance evaluation

9 OFFICIAL TRAVEL INVOLVED

The agency/ies on LTAs might be required to travel outside their duty station (as identified in their proposal) for specific events in which case the agency would make their own arrangements for travel and lodging, if required

Payment of travel costs including tickets, lodging, etc should be agreed upon, between UNICEF and the agency prior to travel and will be reimbursed on actuals.

10. QUALIFICATIONS AND COMPETENCIES

Reputed production house with demonstrated experience in producing high quality content packages (films, human interest stories, and photo and design packages This includes

- Sound knowledge and experience of producing short films

- Professional team including scriptwriter, experienced producer, camera persons, production crew, editors etc
- Strong practical background in graphic design, including the knowledge of design software such as Adobe Design Premium-package and web design tool such as Dreamweaver and Flash
- Experience (nationally and internationally) delivering on high profile photography projects and contributes extensively to national and international media outlets (for e g National Geographic, Getty images, Granta, BBC, Reuters, Nikon etc)
- Able to produce high quality written products for different platforms and in various styles
- Ability to conceptualize a full-content package for various platforms, telling a story and creating a design concept to link the content as part of the package
- At least 5-10 years of proven experience in content management and demonstrated ability to write high quality, creative communication collaterals