

**INVITATION TO BID FOR SERVICES**

**LIBS-2016-9123404**

**17 March 2016**

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

**Wishes to invite you to submit a bid for**

Selection of an agency/ contractor to close a contract for services of:

Implementing a donor acquisition campaign for the UNICEF Face to Face Program  
May 2016 - April 2017

XXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXX

**THIS INVITATION TO BID FOR SERVICES HAS BEEN:**

**Prepared By:**



**Date:** 17.03.2016

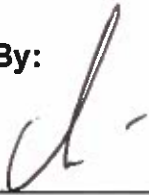
Hoang Van Nguyen

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

Email : hvnguyen@unicef.org

or Dana Caratas , DCARATAS@UNICEF.ORG)

**Approved By:**



**Date:** 17.03.2016

Camelia Ieremia

**INVITATION TO BID FOR SERVICES FORM**

This FORM must be completed, signed and returned to UNICEF. The Bid must be made in accordance with the instructions contained in this Invitation to Bid for Services (ITBS).

**TERMS AND CONDITIONS OF CONTRACT**

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

**INFORMATION**

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

The Undersigned, having read the Terms and Conditions of ITBS No. **LIBS-2016-9123404** 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 \_\_\_\_\_

Other Trade Discounts: \_\_\_\_\_

**Delivery terms** :

Item	Service Description	Quantity	Unit	Unit Price	Price
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**10 Services**

Select an agency/ contractor to implement a donor acquisition campaign for the UNICEF Face to Face fundraising Program  
May 2016 - April 2017

SEALED offers should be sent to:

UNICEF  
Bdul Primaverii 48A sector 1 Bucharest 011975  
Attention: Operations Department/ LIBS-2016-9123404  
FAX: 021 3175255

**IMPORTANT - ESSENTIAL INFORMATION**

The reference LIBS-2016-9123404 must be shown on the envelope containing the offer.

Bid form attached must be used when replying to this invitation. You are welcome to enclose your own specifications and photos of products etc., if necessary.

Offers must be received by latest 17:00 on Friday, 8th April 2016, in sealed envelopes. Bids received after the stipulated date and time will be invalidated. Bids sent by fax or email will be invalidated, even if received before the stipulated deadline.

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

For more details, please see Terms of Reference below (Special Notes).

F2F - Donor Campaign 2016-2017	1	PU
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## SPECIAL NOTES

### Background

UNICEF's top priority in terms of private individual fundraising is to grow the house list of pledge donors, who commit to donate long-term on a monthly basis. These funds are more predictable on the long-term hence allowing UNICEF to plan its programs for children better and more efficiently.

As soon as the donor agrees and signs the direct debit form, the monthly donations are automatically transferred to UNICEF account. The system of monthly automatic payments is relatively new in Romania. It has been promoted by utility companies, but the majority of people don't know it or do not trust it.

UNICEF's experience in other markets shows that the best success rate in convincing a person to become a pledge donor is face-to-face (F2F) fundraising. The #UNICEF fundraiser# (Messenger) works out in the street, approaching people, presenting UNICEF work to them and convincing them to sign the direct debit form. The direct debit form is standardized (valid for the six banks currently part of the program, covering more than 80% market share) and externalized (the banks recognize the form filled in outside their premises).

### Justification

The direct debit form accepted by six major banks on the Romanian market offers access to a large pool of people and allows a higher flexibility for F2F. Since 2014, the F2F donor acquisition campaign has been carried out in-house. The only services externalized to an agency are payroll and labour contract management services. All fundraisers, the Team Coordinator, the Recruiter and Trainer working in the F2F Program are hired by and their payroll administered through a specialized agency.

In order to increase the number of new donors, we are considering to roll out an outsourced donor acquisition campaign, in parallel with the current in-house campaign.

### Methodology

Considering the lessons learned from the ongoing F2F campaign, UNICEF plans to continue this activity. The estimated period is from May the 1st 2016 to April the 30th 2017, with the possibility of extension up to two years, pending availability of funds. The campaign will be implemented in Bucharest and possibly one other major city in Romania.

The selected agency will be responsible for designing and implementing a F2F donor-acquisition campaign. Main activities will cover (but are not limited to):

1. selecting, training and employing the fundraisers;
2. managing the fundraisers' team;
3. regular reporting on KPIs;
4. close collaboration with UNICEF FR Officer, for designing the campaign strategy, implementation, monitoring and evaluation.

Fundraisers will be employed and remunerated by the agency, which will be responsible for all the necessary steps and paperwork regarding employment, dismissal and remuneration and respective taxes.

Fundraisers work mainly outdoors, in various places in Bucharest: markets, squares etc., based on a permit issued monthly by the Bucharest City Hall.

When weather is not favorable, fundraisers work indoors, in various premises: hypermarkets, banks, shopping centers, underground passage etc. Fundraisers have access and work in Carrefour premises in Bucharest, as an example. It is the hiring agency responsibility to fill in all paper work regarding fundraisers' access to various premises, whenever the case may be.

UNICEF will provide the necessary equipment for fundraisers: branded bags, T-shirts, blouses, jackets, direct debit forms, pens, welcome packs.

The number of donors to be acquired in 2016 by the agency is 2,000. A donor is a person who was debited successfully at least once and is older than 25 years at the moment of acquisition.

According to UNICEF experience in implementing F2F campaigns, at least 3,000 completed direct debit contracts must be collected in order to acquire 2,000 donors (i.e. people who make at least one payment). A completed direct debit contract is a contract which satisfies all the rules below:

1. all requested fields data is filled in;
2. all data is validated by UNICEF. UNICEF will contact the potential donor by telephone, SMS or e-mail, in order to confirm the data on the direct debit contract. If the potential donors cannot be contacted, the contact details are inaccurate or no reply is received on either of the above mentioned communication channels, the direct debit contract will not be considered as completed;
3. the potential donor's age is older than 25;
4. the minimum pledged donation is 15 RON.

**Specific Tasks:**

The contractor will have to complete the following specific tasks:

- nominate a campaign manager for the UNICEF campaign;
- design and implement the campaign;
- monitor, evaluate KPIs;
- take the necessary measures to improve campaign efficiency.

**Expected deliverables:**

- at least 3,000 completed direct debit contracts collected / year;
- at least 2,000 new donors / year;
- daily, weekly, monthly reports on campaign KPIs;
- participation in campaign strategy, monitoring and evaluation meetings, as required.

**Key Performance Indicators**

- at least 3,000 completed direct debit contracts collected / year;
- at least 2,000 new donors acquired / year;
- sign-up: at least 0.4 / hour;
- quality of donors:
- donor age # older than 25;
- ROI # 3:3 (3-year income generated by the donors acquired in 12 months / 3-year expense = min. 3);
- average donation: 20 RON.

**Selection Criteria:**

To award the requested contracts, the following criteria will be considered for adjudication:

- clarity and comprehensiveness of proposal;
- total cost and the allocation of those costs;
- professional experience of the persons that will be working on the account and time allocation for the account;
- experience in working with the non-profit sector;
- demonstrated understanding of project requirements;
- proven experience in promotion campaigns;
- experience in donor acquisition campaigns is an asset.

**General conditions # procedures and logistics:**

Contractor will work outside UNICEF premises, with the exception of convened meetings.

**Standard procedures in the delivery of the services:**

- all materials in support of the implementation of the task will be provided by UNICEF office upon assignment of the concrete tasks;
- in case of late delivery of services and unsatisfactory performance on behalf of the Contractor, UNICEF may refuse to accept delivery of all or part of the services and claim liquidated damages as per UNICEF Special Terms and Conditions.

**Timeframe and duration of the assignment**

The selected company will be contracted under UNICEF Contract for Services for 1st of April 2016 - 31st of March 2017 with the possibility of extension up to two years depending on results and availability of investment funds. KPIs will be reviewed quarterly. If results are positive and KPIs are achieved, the contract will be followed through and if results are negative and KPIs are not achieved, the contract may be reduced or terminated.

**Remuneration**

The value of the contract will depend upon the number of the completed direct debit contracts collected.

Please state in your offer the total cost (campaign costs + fundraisers' salary costs):

TOTAL COST (campaign + fundraisers' salary costs) / 1 completed direct debit contract  
=..... RON.  
(Cost without VAT)

TOTAL COST (campaign + fundraisers' salary costs) / 3,000 completed direct debit contracts  
=..... RON.  
(Cost without VAT).

Each month, the agency will issue an invoice for the amount due for its services. Payment will be made by UNICEF in maximum 2 weeks upon receiving the original invoice.

**Monitoring and evaluation of the assignment**

The contractor will work under the supervision and guidance of the Fundraising Officer.

The contractor will work in close cooperation with the Communication and Fundraising department.

**SPECIAL TERMS AND CONDITIONS**



**UNICEF GENERAL TERMS AND CONDITIONS  
FOR INSTITUTIONAL/CORPORATE CONTRACTS**

**1. ACKNOWLEDGMENT COPY**

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

**2. DELIVERY DATE**

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

**3. PAYMENT TERMS**

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

**4. LIMITATION OF EXPENDITURE**

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

**5. TAX EXEMPTION**

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**6. LEGAL STATUS.**

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

**7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

**8. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**9. INSURANCE AND LIABILITIES TO THIRD PARTIES**

(a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors

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performing work or services in connection with this Contract.

- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) name UNICEF as additional insured;
  - (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
  - (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

### 10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

### 11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

### 12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

### 13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

### 14. CONFIDENTIAL NATURE OF DOCUMENTS

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

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

### 15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

### 16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract,

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forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

### 17. SUB-CONTRACTING

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

### 18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

### 19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

### 20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

### 21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

### 22. SETTLEMENT OF DISPUTES

#### Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

#### Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### 23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

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**24. CHILD LABOUR**

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

**25. ANTI-PERSONNEL MINES**

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

**26. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

**27. REPLACEMENT OF PERSONNEL**

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- (a) 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.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of 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.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.