INVITATION TO BID FOR SERVICES

LIBS-2020-9155794

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to invite you to submit a bid for

PROVISION OF CLEANING AND GARDENING SERVICES TO UNICEF, LTA
Closing date: 12 February 2020, 17:00
Pre-bid meeting: 7 February 2020, 15:00

XXXXXXXXX FAX/LETTER NOT SPECIFIED IN 'PREPARE ITB (ZMRQ)' XXXXXXXXX
THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:

[Signature]  
Bahrom Abdoulhakov  
(To be contacted for additional information, NOT FOR SENDING BIDS)  
Email: babdoulhakov@unicef.org

Approved By:

[Signature]  
Toseef Ahmad Khan  
Date: 29 Jan 2020

Date: 29.1.2020
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-2020-9155794 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: TWD (Twnoo)

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: ___________________________________
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>10</td>
<td>Lot#1 Cleaning services up 1200 sq.m</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Lot#1 Cleaning services up 1200 sq.m</td>
<td>1</td>
<td>PU</td>
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<td>30</td>
<td>Lot#3 Gardening yard cl. servcs 800 sq.m</td>
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<tr>
<td></td>
<td>Lot#3 Gardening yard cl. servcs 800 sq.m</td>
<td>1</td>
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</table>

Please refer to the attached Terms of Reference (TOR) and Annex B: Price Schedule for the detailed specifications and quantities for bidding.
SPECIAL NOTES

1. MARKING AND RETURNING BIDS
1.1 Interested companies may submit their bids through E-submission (dushanbe@unicef.org) or hand delivery (UNICEF, 5 Lohuti str., Dushanbe) NO LATER THAN 12 FEBRUARY 2020, 17:00 Tajikistan time.
Late submissions will be rejected.
1.2 Invitees are kindly requested to provide their quote in TJS currency only. No other currencies will be acceptable.

2. TIME FOR RECEIVING BIDS
2.1 Bids received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Section will open Bids when the specified time has arrived and no Bid received thereafter will be considered.
2.2 UNICEF will accept no responsibility for the premature opening of a Bid which is not properly addressed or identified.

3. PUBLIC OPENING OF BID.
Bidders are welcome to participate in the Opening of bids on 13 February 2020 at 15:00 at UNICEF office.

4. REQUEST FOR INFORMATION
Any request for information regarding the specifications should be forwarded to dushanbe@unicef.org

5. CHANGE OF SPECIFICATIONS
Wherever items offered which are not exactly in compliance with specifications indicated by UNICEF, or wherever alternatives are offered, it is the Bidder's responsibility to clearly state in the Bid full specifications offered and how these differ from the specifications requested by UNICEF.

6. CORRECTIONS
Erasures or other corrections in the Bid must be explained and the signature of the Bidder shown alongside.

7. MODIFICATION AND WITHDRAWAL
7.1 All changes to a Bid must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Bid, or state the changes from the original Bid.
7.2 Bids may be withdrawn on written request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

8. VALIDITY OF BIDS
Bids should be valid for a period of 90 days from the date of bid opening, unless otherwise specified in the Specific Terms and Conditions.

9. DELIVERY PERIOD
With his bid, the bidder is expected to submit a time-frame programme for completion of services and delivery of the supplies to the final destination (UNICEF Tajikistan Country Office, UNCP2, 5 Lohuti Street, proezd 1, Dushanbe City, Tajikistan). This information will be taken into account in the Bid adjudication.

10. DISCOUNTS
10.1 Discounts on quantities and/or volume purchased and/or faster payment are acceptable to
UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the contract.

10.2 Any discounts for any reason other than those mentioned on the Bid Form must be stated on the Bid.

11. QUALITY ASSURANCE
If the Bidder is already certified, or being certified by any standard organization, this should be clearly indicated in the Bid and a copy of the Certificate attached to the Bid.

12. RIGHTS OF UNICEF
12.1 UNICEF reserves the right to INVALIDATE any Bid for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Bid.
12.2 UNICEF reserves the right to INVALIDATE any Bid received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

13. AWARD/ADJUDICATION OF BIDS
13.1 The contract will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time with high technical score, whose goods/services are commercially, technically and quality acceptable, and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the ITB/RFP, provided the Bid is reasonable and it is in the interest of UNICEF to accept it. Bids will be adjudicated on measurement-payment basis.
13.2 UNICEF reserves the right to make multiple arrangements for any services where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc. bid which meets all the requirements.
13.3 In case of an award, Bidders who have not previously received Contracts from UNICEF, may receive an order for a limited quantity until satisfactory performance is established/NOT APPLICABLE.
13.4 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable time to inspect the premises that will be used for the production, testing and packaging of the goods, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

14. SUPPLIER PROFILE FORM
Bidders who have not already done so, are kindly requested to send a copy of their current company profile.

15. ERROR IN BID
15.1 Bidders are expected to examine all Schedules and all Instructions pertaining to the Bid. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.
15.2 Partial bids per lot or sub-lot are NOT permitted.

16. TAX EXEMPTION
UNICEF is exempted from all direct taxes. Quoted price should exclude mentioned taxes (such as Value Added Tax, Nation Building Tax, etc.). All other applicable taxes, duties, levies, licenses are to be for Supplier's account.

SPECIAL TERMS AND CONDITIONS
LONG TERM ARRANGEMENT

UNICEF wishes to enter into a non-exclusive Long-Term Arrangement ("LTA") for the Provision of Cleaning and Gardening services to UNICEF and UN Agencies. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these services/goods, and that purchases will be made only if and when there is an actual requirement. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA(s).

The quantities outlined in this ITB, are an estimated forecast of the total requirement for the proposed duration of the LTA. The estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNICEF regarding any quantity for future purchases.

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

The proposed LTA shall be valid for an initial period of 2 (two) years, with a right of renewal for an additional period of 1 (one) year. Prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for contract periods from the commencement of the LTA, provided however that:

The successful bidder shall notify UNICEF in writing 30 days prior to the expiry two years, of price maintenance or a proposed price decrease or increase. UNICEF shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the successful bidder in writing of its decision.

SPECIFIC TERMS AND CONDITIONS

1. PURPOSE OF THE BID
1.1 UNICEF has a potential requirement for the items/services in the quantities and with the specifications outlined in the schedules to this bid.
1.2 In addition to Term of Reference a SUPPLIER PROFILE FORM as Annex A and a cost schedule as Annex B are also attached. These annexes must be fully completed and criteria must be meet in order for the bid to be considered.

2. PRICES AND PAYMENT TERMS
2.1 Bidders are requested to:
(a) Be registered and be licensed to operate in. All payments will be made in Tajik Somoni (TJS) in accordance with national law.
(b) Provide unit prices in (TJS) that will remain valid for a period of 24 months after bid closure.
(c) Provide unit prices to UNICEF as a most favored customer;
(d) Advise as to any discounts applicable for bulk purchases or payment within a specified period of time.
2.2 UNICEF standard payment terms are net 30 days after receipt of COMPLETE PAYMENT DOCUMENTATION as specified in the Purchase Order. Time will be computed from the date of receipt at UNICEF office of complete payment documentation. Any other discount must be clearly stated in the bid.
2.3 TAX exemption for UNICEF will be applicable as per section 7 of the convention of the priviledges and immunities of the United Nations provides, inter-alia, the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and it exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any government authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the supplier shall immediately consult...
with UNICEF to determine a mutually acceptable procedure. Accordingly, the supplier authorizes UNICEF to deduct from the supplier’s invoice any amount representing such taxes, duties or charges unless the supplier has consulted with UNICEF before the payment thereof and UNICEF to has, in each instance, specifically authorized the supplier to pay such taxes, duties or charges under process. In that event, the supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

3. DELIVERY
(CIP - UNICEF Tajikistan Country Office, UNCP2, 5 Lohuti Street, proezd 1, Dushanbe City, Tajikistan).
3.1 Deliveries shall be made as per instructions in UNICEF’s Purchase Orders. Bidders shall indicate the average minimum lead time for delivery for each item offered (subject to quantities), defined as time from receipt of order and the manufacturing period until goods are available for dispatch from the point of origin.
3.2 Bidders are requested to note that UNICEF will monitor and measure the performance of the successful bidder, in comparison with average minimum lead time indicated in this bid. Accordingly, it is imperative that bidders state realistic average minimum lead times.

4. DESTINATIONS
For delivery to UNICEF 5/1 Lohuti Street, Dushanbe, Tajikistan, OR other specified incoterm.

5. SAMPLES
5.1 UNICEF reserves the right to request free, non-returnable samples for evaluation and testing by UNICEF, or its representative, of the item and/or of the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory testing and analysis where appropriate.

5.2 Failure to provide, in a timely manner, samples or documentation requested by UNICEF shall be sufficient ground to declare the bid invalid or to terminate for default, at no cost to UNICEF, any resulting Purchase Order.

6. SUBCONTRACTING
Bidders MUST identify on their bid, any products which may be offered by themselves, but originate from another supplier and/or country. All subcontracting must be reviewed by UNICEF prior to award. However, in order to minimize possible delays in process, it is UNICEF general preference to work with the companies possessing their own equipment with minimal subcontracting share.

7. PACKING (where applicable)
7.1 For supplies the bidder warrants that the cost of complete proper packing is included in the cost offered for the items.
7.2 The successful bidder shall ensure that:
(a) The packing shall be of a sturdy export quality, of virgin base materials and is of a commercial standard that will provide adequate protection of the goods for carriage by air, sea and/or road to final destinations including remote locations under adverse climatic and storage conditions, and high humidity; and
(b) The packaging unit must be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport and resistant to puncturing;

8. BIDDER REPRESENTATIONS
The bidder represents and warrants that:
(a) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.
(b) The items offered shall be free from defects in workmanship and materials;
(c) The items offered shall be contained or packaged in a manner adequate to protect them;
(d) It has not and shall not enter into any agreement or arrangement that restrains or restricts
UNICEF's or the ultimate recipient's rights to use, sell, dispose of or otherwise deal with any item
that may be acquired under any resulting Purchase Order.

9. ACKNOWLEDGEMENT
The successful bidder will be required to acknowledge that:
(a) UNICEF may further distribute the goods supplied to its Programme partners, including
procurement services customers;
(b) The benefit of any warranties provided and liabilities entered into with UNICEF, shall be
passed on by UNICEF to its Programme partners, including Procurement Services customers.

10. LIQUIDATED DAMAGES
For late delivery of items or for items which do not meet UNICEF's specifications and are
therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the
successful bidder, and deduct 0.5% of the value of the items pursuant to a Purchase Order, per
additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The
payment or deduction of such liquidated damages, shall not relieve the successful bidder from
any of its other obligations or liabilities pursuant to any Purchase Order.

11. DANGEROUS GOODS
The handling and transport of dangerous goods is subject to rules and regulations based on
international transport agreements (ADR, RID, IMDG Code, IATA DGR, ICAO) in order to
prevent injury to persons, damage to cargoes and living resources. Hence, should any products
in this bid be classified as dangerous goods, it will be the successful bidder's responsibility to
ensure that the goods are packed and labelled correctly, transported safely and accompanied by
the necessary transport certificates during shipment.

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

13. CORRUPT AND FRAUDULENT PRACTICES
UNICEF requires that all bidders associated with this Invitation to Bid / Request for Proposal
observe the highest standard of ethics during procurement and execution of the work. In
pursuance of this policy UNICEF:
(a) Defines for the purpose of this provision the terms set forth as follows:
(i) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to
influence the action of a public official in the procurement process or in the execution of a
contract, and
(ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement
process or the execution of a contract to the detriment of the client, and includes collusive
practice among bidders (prior to or after bid submission) designed to establish bid prices at
artificial non-competitive levels and to deprive the client of the benefits of free and open
competition;
(b) Will reject a proposal for award if it determines that the selected supplier / contractor have
engaged in any corrupt or fraudulent practices in competing for the contract in question;
(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded
a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or
fraudulent practices in competing for, or in executing a UNICEF-financed contract.

14. OFFICIALS NOT TO BENEFIT
The bidder warrants that no official of UNICEF or the United Nations has received or will be
offered by the bidder any direct or indirect benefit arising from this Invitation to Bid / Request for Proposal or the award thereof. The bidder agrees that breach of this provision is a breach of an essential term of the Invitation to Bid / Request for Proposal.

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

16. #Sexual exploitation and protection of children: Service Providers shall ensure that all its employees and personnel comply with the provisions of ST/SBG/2003/13 entitled #Special Measures for Protection from Sexual Exploitation and Sexual Abuse# which is available at: https://oios.un.org/resources/2015/01/ST-SGB-2003-13.pdf Service Providers shall further ensure that none of its employees and personnel exposes any intended beneficiary, including children, to any form of discrimination, abuse or exploitation and that each of the service providers employees and personnel complies with the provisions of other UNICEF policies relating to protection of children advised by UNICEF from time to time.#
1. MARKING AND RETURNING BIDS

1.1 Bids shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.5, 1.6 and/or 1.7 should then be followed accordingly.

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

1.3 Bids must be clearly marked with the ITB(S) number and the name of the company submitting the bid.

1.4 Bidders should note that Bids 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 ITB(S);
   d) in a different form than prescribed in the ITB(S).

1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.5.2 The Bid must be sent for the attention of the unit and address as specified in this solicitation document. Bids not sent in this manner will be disqualified.

1.5.3 Sealed bids (1 original and 2 copies) must be securely closed in a suitable envelope (marked with the ITB(S) number and the name of the company submitting the bid) and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. Bids received in any other manner will be invalidated.

1.5.4 Any delays encountered in the mail delivery will be at the risk of the Bidder.

1.5.5 In case of any discrepancies between the original bid and a copy, the original will prevail.

1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.6.2 Faxed bids must be returned to the ONLY ACCEPTABLE FAX NUMBER for Bids as specified in this solicitation document. Bidders should note that Bids received at any other fax number will be invalidated.

1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 All e-mailed Bids 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. Bids received in any other manner will be invalidated.

1.7.3 All Bids submitted by e-mail must be submitted as email attachments. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Bids submitted as a link or through a link will be invalidated.

2. OPENING OF BIDS

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

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

2.3 Bidders, or their authorized representative, may attend the public opening of the Bid at the time, date and location specified. Bidders should note that the Bid Opening is the only time and place where information related to pricing from competitors is available.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders 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 of an ITB(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 meanings:

"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 as promptly identified as confidential in writing when furnished in tangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, if so 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 listed 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 the 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, instructions or design, or other malicious, illicit or similar unauthorized code that may have the consequence (whether by design or unintentionally) of disabling, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (a) any software or service or (b) 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 interacting with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fees" is defined in Article 3.1.

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

"Key Personnel" means the following and other individuals, in their capacity as key personnel:

Contractor's "Key Personnel" are: (a) Personnel identified in the proposal as key personnel; (b) Personnel identified by the Contractor as key personnel for reasons of operational and logistical necessity; (c) Personnel identified by the Contractor as key personnel for reasons of operational and logistical necessity; and (d) Personnel whose responsibilities are described in the proposal.

... (rest of the text continues)
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, to its sole discretion, as 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 remedying;
(e) require the Contractor to pay liquidated damages no 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 (Personnel 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 assigned 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 any 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 applies 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 (a) notify the UNICEF contracting authority at least fourteen
(14) days in advance; and (b) 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 qualifications of replacement Personnel in sufficient detail to permit evaluation of the
impact on the engagement.

(0) 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.

(9) 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
intentional sub-contractors to perform work 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 consistent 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
code of conduct requirements expressed of them and will establish and maintain appropriate measures to
prevent compliance with such requirements. The Contractor will further cooperate with UNICEF's
implementation of this policy.

2.13 The Contractor will represent 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 portion 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 as related 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 and, in the event that such amount is specified in United States dollars unless
otherwise expressly provided for in the fee section of the Contract, is intended to be
consistent with the prevailing fees for similar work in the countries in which the
Services are performed. The Contractor is responsible for the payment of all taxes,
charges, fees, or other expenses arising from the performance of the Services, and
UNICEF will be paid the amount specified in the Contract. If the Contractor
fails to pay the fees, UNICEF may terminate the Contract in accordance with
Article 1.6. If any fees are paid to the Contractor in a currency other than the
currency specified in the Contract, the Contractor agrees to pay all expenses,
charges, and fees associated with any such payment, including any fees, charges,
or other expenses arising from the conversion of the currency.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has performed the
Services (or components of the Services) and delivered the Deliverables (or installments of the
Deliverables) in accordance with the Contract and UNICEF's specifications. The Contractor will issue
(a) not less than (i) invoice in respect of the payment being sought, in the currency specified in the
Contract and in English, including the Contract identification number listed on the front page of the
Contract, and (b) provide a clear and specific description of the Services performed 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 understands UNICEF to direct them from the Contractor's invoices any amount

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representing direct taxes (except charges for utilities services) and customs duties, taxes and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exceptions from tax in Article 2, 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 non-residency status, restrictions, duties or taxes that the Contractor will unconditionally comply 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 portions 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) to which they apply and UNICEF will pay any agreed remaining terms 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 undisputed 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 sum 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 under regard to, the Contractor's performance.

3.6 Each invoice will contain the Contractor's bank details (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 (EFT) direct to the 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 to notify UNICEF in writing by an authorized representative of the Contractor of any changes to the 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 to the Contractor under the Contract, any payment, indents, order 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 termination. UNICEF will be entitled to a refund from the Contractor or any such auditor or audit and determination were not in accordance with the Contract regardless of the reasons for such payment (including but not limited to the accuracy or inclusions of UNICEF staff and other personnel).

4. Representations and Warranties

4.1.1 Representations and Warranties: Insurability:

4.2 The Contractor represents and warrants that is 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 this Contract, concerning the Contractor and the provision of the Services and the delivery of the Deliverables is true, current, 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, indemnity and insurances 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 the Contractor 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 restricts or restricts any person's right to use, sell, dispose of or otherwise deal with any Deliverables or other work resulting from the Services. The Contractor will fulfill its covenants 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 accepted 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 for the beneﬁts of (a) each entity (if any) that makes a direct ﬁnancial contribution to UNICEF to procure the Services and Deliverables; and (b) such Government or other entity (if any) that receives the direct beneﬁt of the Services and Deliverables, from and against all losses, claims, damages, losses and liability of any nature or kind, including their costs and expenses, by any third party or any other entity 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 notices or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patents, designs, trade-name or trade-mark arising in connection with the Deliverables or other Liability arising out of one of the contract’s breaches of contract, misrepresentation material or other interrelated property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such claims, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defense of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which are between the Contractor and UNICEF only UNICEF itself (and relevant Government entities will assert and maintain, UNICEF will have (a) 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:

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

(c) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contractor in an aggregate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;
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(3) All appropriate workers' compensation and employer's liability insurance, or an equivalent, with respect to its Personnel and sub-contractor to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

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

(1) 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 indemnity period with regard to claims against which the insurance is obtained.

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

(3) Except with regard to the insurance referred to in paragraph (a)(ii) 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 of 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.

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

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

5. Liability

4.7 The Contractor will pay UNICEF promptly for all lost, 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

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") in that the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or 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 are considered works made for hire for USM. UNICEF Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF personnel in order to ensure the confidentiality of such materials.

(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 (as, in the case, intellectual property referred to in paragraph (b) above, forming) them to UNICEF in compliance with the requirements of the applicable laws and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is addressed or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection therewith will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Confidentiality in the Recipient's possession. The Recipient will use disclosing the Confidential Information to any other party;

(i) except to third persons, 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

(ii) unless the Confidential Information is (a) obtained by the Recipient from a third party without restriction; (b) disclosed by the Discloser to a third party without any obligation of confidentiality; (c) known to the Recipient prior to disclosure by the Discloser; or (d) at any time is developed by the Recipient 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, prior to any such disclosure in whole or in part, the Contractor shall give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to seek the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and in the best interest of the Contractor and UNICEF. If an action is brought, UNICEF will defend 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 in any manner 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 prevent damage.

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), titles and interests in each such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, non-exclusive 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 foreseen 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 conducts 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 received 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 and security safeguards, facilities, real, technical, procedures and other protective measures) that are necessary and sufficient to ensure the Contractor's confidentiality obligations in this Article 5.3 to 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 fulfill its obligations under this Article 5.3, 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 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 software 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 Distilling Code, and that UNICEF will not otherwise receive from the Contractor any Distilling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Distilling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to (i) remove and/or reprogram any and all UNICEF Data and/or UNICEF's End Users' Data as a result of Distilling Code; (ii) furnish to UNICEF a corrected version of the Services without the presence of Distilling 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 data, 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 investigations 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.

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 as its subcontractors and confirm such destruction to UNICEF in writing; and

(b) transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.10.

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 written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedying). If the breaching Party does not remedy the breach within the thirty (30) days period or if the breach is not capable of remedying, 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 termination of this Contract will not relieve either Party of any liability that is not discharged by such termination. The termination of this Contract will not relieve either Party of any liability that is not discharged by such termination.

Additional Terminations Rights of UNICEF

6.2 In addition to the termination rights under Article 5.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of written notice of termination, without any liability for termination charges or any other liability of any kind.

(a) if the circumstances described in, and in accordance with, Article 7 (Ethical Standards) are

(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 any such voluntary arrangements, or applications to be declared insolvent; (ii) is granted a moratorium at 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 favour of bankruptcy or receivership or (vi) has become, in its 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 in any case 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 may also terminate the Contract on any 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 minimize losses or power 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 an 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 unsold work which has not been delivered and accepted prior to the expiry of its notice of termination, together with any data, materials or work-in-progress intended specifically to the Contract. If UNICEF obtains the assurance of another Party to continue the Services or complete any unsold work, the Contractor will provide its reasonable cooperation to UNICEF and such other Party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-progress. 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 in accordance with the Contract, but only if such Services and Deliverables were rendered or generated before the Contractor's receipt of the notice of termination and, 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 at 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 of nature 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 this Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force major" 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), revolution, insurrection, terrorism or other acts of a similar nature or force. "Force major" 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 would reasonably have been expected to take into account and plan for at the time the Contractor was tendered; (c) the insolvency 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 cost resulting from health conditions or (legitimate) challenges for the Contractor (because of civil unrest) associated with locations in which UNICEF is operating or is about to operate or is withdrawing them, or any event resulting from UNICEF's humanitarian, emergency, or similar operation responses.

7. Ethical Standards

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

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

(1) During the one (1) year period after an official has separated from UNICEF, the Contractor may make a direct or indirect offer of employment or its 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 to which the Contractor has participated.

(2) During the two (2) year period after an official has separated from UNICEF, that former official may not directly or indirectly act on behalf of or represent, or present to, UNICEF, on any matter that was within that former official's responsibilities while at UNICEF.

(a) 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 situations that may encompass an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

(b) The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other intergovernmental organizations. 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.

(c) The Contractor will (i) observe the highest standard of ethics, the use of all efforts to protect UNICEF against fraud, in the performance of the Contract; and (ii) 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, or deceptive practices or circumvent sanctions as such terms are defined in UNICEF's Policy Prohibiting and Combating Fraud and Corruption.

(d) 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 prescribed by the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.unsg.org).

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

(f) The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation and abuse of anyone by its Personnel including its employees or any person 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 services that are exploitative 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.

(g) The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the understandings and communications provided in this Article 7.1.

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

(i) 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) the Contractor breaches any of the understandings and communications 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, Personnel or

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

(i) In the case of suspension, if the Contractor takes appropriate actions 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 Contractor and all other affected contractors 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.

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

8. Full Cooperation with Audit 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 is operated 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 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 conducting 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 advisors, 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 subnational 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 decision of the arbitral tribunal will be final and binding on the Parties and the arbitral tribunal will be bound by 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 InterBank 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 to the judicial enforcement 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 person named 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. Notice, requests or consents will be deemed received upon delivery (if delivered to 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 record 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; Setlement 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 violations, breaches 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 either disposition of the Conract, 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 sell or lease any real attachment or other encumbrance against any property, due to or on behalf of the Contractor, 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 incurred against any property due to or on behalf of the Contractor.

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 versions 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, is any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorized official of UNICEF.

11.10 The provisions of Articles 2.4, 3.8, 3.9, 4, 5.7, 8, 9, 11.1, 11.2 and 11.7 will survive provisions of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.
TERMS OF REFERENCE

<table>
<thead>
<tr>
<th><strong>Title</strong></th>
<th>Provision of Cleaning and Gardening Services on Long-term Arrangement to UNICEF and other UN Agencies</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Location</strong></td>
<td>Dushanbe</td>
</tr>
<tr>
<td><strong>Duration</strong></td>
<td>Two years with possible extension for 1 more year (subject to satisfactory performance)</td>
</tr>
<tr>
<td><strong>Period</strong></td>
<td>April 2020 – April 2022</td>
</tr>
<tr>
<td><strong>Reporting to</strong></td>
<td>Admin &amp; Supply Officer</td>
</tr>
</tbody>
</table>

1. **BACKGROUND**

UN Common Premises were established in 2017 and located at Lohuti street 5, 1 proezd, Dushanbe (ex-Lotus hotel). Currently few other UN agencies are accommodated, including UNICEF, WFP, UNDP and UNODC. Cleaning services is critical for all offices under common premises as they provide proper and healthy conditions for work.

UNICEF CO in Tajikistan is planning to award Long-Term Arrangement (LTA) for provision of Cleaning and Gardening Services to UNICEF and other UN Agencies (upon request and agreement) with the specialized company for 2 years, with a possibility of extension for one more year conditional to the satisfactory provision of services. The LTA will be signed with one service provider, followed by awarding the LTA.

In accordance with the terms and conditions of this LTA the Company shall be responsible for providing all necessary personnel, equipment, cleaning and hygienic materials.

2. **SCOPE OF SERVICES AND OBJECTIVES**

The service provider should fulfill following services/tasks at appropriate international standards:

2.1 Daily:
- Collection of trash, cleaning of waste baskets and ash trays;
- Cleaning of all chairs and vacuuming all upholstered chairs and sofas;
- Vacuuming of all carpets and removal of stains;
- Cleaning of all desks and tables and all horizontal surfaces;
- Washing and cleaning all toilets and bathrooms tiles with disinfectant chemicals (twice);
- Wash and clean all glass doors and main entrances in all floors;
- Washing and cleaning all entrances and staircases (twice);
- Cleaning of all floors (twice).

2.2 Monthly:
- Washing and cleaning of all doors and window glasses (inside and reachable outside);
- Cleaning all Air conditioners, heating pipes, flower vases and pots;
- Cleaning of all telephones and PC key boards using appropriate disinfectant materials;
- Cleaning and polishing of all desks, light fixtures, cabinets, chair legs, photos, frames, etc.

2.3 Seasonal, upon request:
- Cleaning of windows from outside, which require special equipment/crane;
- Washing and cleaning of all carpets;
- Polishing floor tiles, marble surfaces using appropriate equipment and materials;
- Cleaning of building facade, iron fences, AC compressors, jalousies and curtains.
2.4 Cleaning materials:
- Provide all necessary equipment, cleaning materials and supplies, gardening tools;
- Provide at separate cost toilet paper, hand drying tissues, tissue box, liquid soap, air fresheners.

2.5 Gardening and Yard cleaning services:
- Cleaning of compound yard, garbage and snow removal, watering;
- Cleaning and painting of fences and borders when necessary;
- Look after and watering the plants inside and outside the building;
- Cultivation and cleaning of ground every month;
- Change the fertile ground every 3 months;
- Destroying of plant blasts and treating the plants every month;
- Grafting and planting new plants.

3. **PERSONNEL REQUIREMENTS AND RELEVANT CONDITIONS**

3.1 Working hours: Monday to Friday, from 06:00 till 15:00 (with one hour lunch break);
3.2 Provision of personnel for each floor of the building occupied by UNICEF in UNCP. This number could be reduced or increased subject to requirements and needs. These personnel shall be the same every day for the entire day during office hours to fulfil the cleaning requirements of the office as well as other related tasks that may be requested by staff;
3.3 Provision of, as required, additional cleaners to replace cleaners during absence, upon UNICEF request;
3.4 At no cost to the organization the Company ensures that all staff is appropriately insured against injuries or death sustained from performance of tasks for which UNICEF shall not liable for any compensations;
3.5 Company is responsible for providing information and copies of assigned personnel ID cards for security clearance purposes;
3.6 Company must assign focal point and provide contact details;
3.7 Company shall be fully responsible for all works and services performed by its employees, agents, servants. UNICEF is not liable in any way, for any person, employed by the Company. UNICEF reserves the right to review all contracts for the employment of personnel by the Contractor;
3.8 The Company shall take all reasonable measures to ensure that the Company’s personnel respect local customs and conform to the UNICEF standards of moral and ethical conduct. UNICEF may at any time request in writing the withdrawal or replacement within 24 hours of any personnel of the Company assigned to perform work or services under this LTA. The Company shall, at its own cost and expense, withdraw or replace such personnel forthwith;
3.9 UNICEF shall not be liable for any action, omission, negligence or misconduct of the Company’s employees, agents, servants or sub-contractors, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Company’s employees, agents, servants, or sub-contractors performing work or services in connection with this LTA;
3.10 The Company shall provide professional uniform to staff twice a year.

4. **OTHER OBLIGATIONS OF THE COMPANY**

4.1 The Company warrants that the equipment and materials to be used in performing this LTA conform to the TOR and conditions of the LTA;
4.2 The Company shall remedy at its own expense any damage to UNICEF owned or controlled real estate or property, when that damage is the result of the Company’s negligence or failure to meet its obligations;
4.3 The services shall be performed in full consideration to the confidentiality of UNICEF documents, formal and informal communication;
4.4 The Company shall be fully responsible for work or services performed by its employees in connection with this LTA;
4.5 The Company shall not perform any additional service outside the TOR stipulated in the LTA without prior approval by the UNICEF.

5. **LOCATION AND DURATION**
   UN Premises at 5 Lohuti street, Dushanbe. Reference is made to two building space options:
   - Option 1: up to 1200 sq. meters (2 floors) and
   - Option 2: up to 2400 sq. meters (4 floors).
   LTA will be for two years with possible extension for one more year.

6. **PAYMENT TERMS**
   Payment will be done on monthly basis upon satisfactory fulfillment of the requested services.

7. **REPORTING REQUIREMENTS**
   The Company shall report to UNICEF on monthly basis the cleaning services performed, and materials supplied during the month with the detailed reflection in the invoice.

8. **ELIGIBILITY REQUIREMENTS**
   The successful company which will be contracted to serve the needs of the UNICEF shall have the following minimum qualifications:
   - Duly registered /accredited in Tajikistan and provides of Charter and License;
   - Financially capable of rendering all requested services, which is evidenced by the healthy financial statement/balance sheet;
   - Employs competent and experienced personnel;
   - Discount rates available;
   - Maintains a good track record in serving international organizations, embassies and multinational corporations; list of corporate clients should be provided;
   - Minimum experience of 3 years providing the required services; certified registration form should be provided;
   - Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this TOR.
ANNEX A
UNICEF TAJIKISTAN SUPPLIER DATABASE / БАЗА ДАННЫХ ПОСТАВЩИКОВ ТОВАРОВ И УСЛУГ ЮНИСЕФ ТАДЖИКИСТАН

SUPPLIER PROFILE FORM / РЕГИСТРАЦИОННАЯ ФОРМА ДЛЯ ПОСТАВЩИКОВ

LIBS-2020-9155794 - Provision of Cleaning and Gardening Services on Long Term Arrangement (LTA)

<table>
<thead>
<tr>
<th>I. COMPANY DETAILS AND GENERAL INFORMATION / ИНФОРМАЦИЯ О КОМПАНИИ</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of company/organization / Название компании/организации:</td>
</tr>
<tr>
<td>2. Address/Адрес:</td>
</tr>
<tr>
<td>City/Город:</td>
</tr>
<tr>
<td>Country/Страна:</td>
</tr>
<tr>
<td>4. Tel No / Тел:</td>
</tr>
<tr>
<td>5. UNGM No:</td>
</tr>
<tr>
<td>(обязательная регистрация в ungm.org)</td>
</tr>
<tr>
<td>8. Contact name and title / Контактное лицо и должность:</td>
</tr>
<tr>
<td>9. Parent company (full legal name) / Головное предприятие (полное юридическое название):</td>
</tr>
<tr>
<td>10. Subsidiaries and/or representative offices / Филиалы или представительства:</td>
</tr>
<tr>
<td>11. Nature of business (please tick appropriate box) / Вид деятельности:</td>
</tr>
<tr>
<td>☐ Manufacturer/Производитель</td>
</tr>
<tr>
<td>☐ Trader/Продавец</td>
</tr>
<tr>
<td>12. Type of business / Вид предприятия:</td>
</tr>
<tr>
<td>☐ Limited Liability Company / ООО</td>
</tr>
<tr>
<td>☐ JSC/AO</td>
</tr>
<tr>
<td>13. Year established / Год основания:</td>
</tr>
<tr>
<td>15. Tax code / ИНН / индентификационный номер налогоплательщика:</td>
</tr>
<tr>
<td>☐ Russian/Русский</td>
</tr>
<tr>
<td>☐ English / Английский</td>
</tr>
</tbody>
</table>

II. FINANCIAL INFORMATION / ФИНАНСОВАЯ ИНФОРМАЦИЯ:

18. Annual value of total income for the last three years / Годовой оборот за последние три года:
   a) Year/Год: US$ ________
   b) Year/Год: US$ ________
   c) Year/Год: US$ ________
19. Bank details / Реквизиты:

III. TECHNICAL CAPABILITY AND INFORMATION ON GOODS AND SERVICES / ТЕХНИЧЕСКИЕ ВОЗМОЖНОСТИ И ИНФОРМАЦИЯ О ТОВАРАХ И УСЛУГАХ:

20. Brief description of the organization (firm) / Краткое описание фирмы и основной деятельности:

21. If available, please provide a copy of your latest quality assurance certification and/or license / Если возможно, предоставьте копию последней сертификации и/или лицензирования:

22. Financial capacity / Финансовое состояние:

23. List below your core goods/services / Перечислите основные производимые Ваши компанией товары и/или услуги:

24. Scope of Supply: Please provide a detailed description of the goods to be supplied, their compliance with the technical specifications; describe how the organisation/firm will supply the goods and any related services / Объемы поставок: Пожалуйста, предоставьте подробное описание поставляемых товаров и услуг, их соответствие техническим характеристикам; опишите, как организация/фирма будет поставлять товары и сопутствующие услуги:

25. Quality Assurance Mechanisms: Describe details of the firm’s technical and quality assurance review mechanisms, all the appropriate quality certificates, etc. / Механизмы обеспечения качества: Предоставьте подробную информацию о внутренних механизмах проверки технического обеспечения и проверки качества, а также все соответствующие сертификаты качества, и т.д.

26. Risks and mitigation measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. What measures will be put in place to mitigate these risks? / Риски и меры по их снижению: опишите потенциальные риски при реализации этого проекта, которые могут повлиять на достижение и своевременное завершение ожидаемых результатов, а также на их качество. Какие меры будут приняты для исключения этих рисков?

IV. EXPERIENCE & PERSONNEL / ОПЫТ РАБОТЫ И ШТАТ СОТРУДНИКОВ:

27. Experience with the UN agencies and/or other international organizations / Опыт работы с агентствами ООН и/или другими международными организациями:

28. Please list any disputes your company has been involved in with the UN organizations over the last three years / Перечислите споры с агентствами ООН за последние 3 года если такие имелись:
29. Provide and describe organizational chart for the management of the contract; Provide a spreadsheet showing the activities of each personnel involved in the implementation of the project; Provide the CVs for key personnel / Представьте и опишите организационную схему управленческого состава по проекту; предоставьте таблицу, которая будет отображать деятельность каждого персонала, вовлеченного в реализацию контракта; приложите резюме ключевых сотрудников:

*** Please kindly enclose substantiating documents / Просим Вас предоставить сопутствующую документацию:

Documents checked:

☐ Charter or license, including legal registration
☐ Registered address, Iktibos
☐ Contact telephone numbers
☐ E-mail address
☐ UNGM registration number
☐ Bank account (official bank form)
☐ Tax ID certificate
☐ Quality of the product, certificates
☐ Manufacturing facilities
☐ Quality function system of the company
☐ Performance history of the company or the product
☐ Production capacity of the company
☐ Required samples
☐ Financial strength of the company: financial statements (balance) for last 3 years
☐ Organization personnel chart
☐ CVs of key personnel
☐ Recommendations

30. Certification / Подтверждение:

I, undersigned, warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible / Я, нижеподписавшийся, заверяю, что информация указанная в данной форме правильна. Любые изменения в данных будут предоставлены при первой возможности:

Name / Имя:

Title / Должность:

Signature / Подпись:

Date / Дата:

stamp:
ANNEX B

LIBS-2020-9155794 - Provision of Cleaning and Gardening Services on Long Term Arrangement (LTA)

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
4. The format shown on the following pages should be used in preparing the Price Schedule.
5. Please specify any other tariffs that your company intends to charge UNICEF for the provision of cleaning and gardening services.

Lot #1. Provision of cleaning services up to 1200 square meters (2 floors, including common spaces):

<table>
<thead>
<tr>
<th>№</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price for unit (TJS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Daily full cleaning service inside the premises (refer to TOR para 2)</td>
<td>Every working day</td>
<td>1 sq.m. per month</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Windows washing, up to 200 sq.m.</td>
<td>Once a month</td>
<td>1 sq.m.</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Dry cleaning of carpets and soft furniture, up to 100 sq.m.</td>
<td>Upon request</td>
<td>1 sq.m.</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Cleaning inside the air conditioners</td>
<td>Upon request</td>
<td>1 piece</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Marble crystallization, up to 50 sq.m.</td>
<td>Upon request</td>
<td>1 sq.m.</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Provision of toilet paper (3 layers)</td>
<td>Up to 200 rolls per month</td>
<td>1 roll</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Provision of paper tissues for dispenser</td>
<td>Up to 100 packs per month</td>
<td>1 pack</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Provision of liquid soap, antibacterial, 500 gr.</td>
<td>Up to 20 bottles per month</td>
<td>1 bottle</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Provision of dry soap, 100 gr.</td>
<td>Up to 20 pieces per month</td>
<td>1 piece</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Provision of washing detergent, 2 kg pack</td>
<td>Up to 2 packs per month</td>
<td>1 pack</td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Provision of air freshener, 300 ml.</td>
<td>Up to 20 per month</td>
<td>1 can</td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>Windows washing from outside (require special equipment / hoist / crane), up to 140 sq.m.</td>
<td>Upon request</td>
<td>1 sq.m.</td>
<td></td>
</tr>
</tbody>
</table>
Lot #2. Provision of cleaning services up to 2400 square meters (4 floors, including common spaces):

<table>
<thead>
<tr>
<th>№</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price for unit (TJS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Daily full cleaning service inside the premises (refer to TOR para 2)</td>
<td>Every working day</td>
<td>1 sq.m. per month</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Windows washing, up to 400 sq.m.</td>
<td>Once a month</td>
<td>1 sq.m.</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Dry cleaning of carpets and soft furniture, up to 200 sq.m.</td>
<td>Upon request</td>
<td>1 sq.m.</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Cleaning inside the air conditioners</td>
<td>Upon request</td>
<td>1 piece</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Marble crystallization, up to 100 sq.m.</td>
<td>Upon request</td>
<td>1 sq.m.</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Provision of toilet paper (3 layers)</td>
<td>Up to 400 rolls per month</td>
<td>1 roll</td>
<td></td>
</tr>
<tr>
<td>2.7</td>
<td>Provision of paper tissues for dispenser</td>
<td>Up to 200 packs per month</td>
<td>1 pack</td>
<td></td>
</tr>
<tr>
<td>2.8</td>
<td>Provision of liquid soap, antibacterial, 500 gr.</td>
<td>Up to 40 bottles per month</td>
<td>1 bottle</td>
<td></td>
</tr>
<tr>
<td>2.9</td>
<td>Provision of dry soap, 100 gr.</td>
<td>Up to 40 pieces per month</td>
<td>1 piece</td>
<td></td>
</tr>
<tr>
<td>2.10</td>
<td>Provision of washing detergent, 2 kg pack</td>
<td>Up to 4 packs per month</td>
<td>1 pack</td>
<td></td>
</tr>
<tr>
<td>2.11</td>
<td>Provision of air freshener, 300 ml.</td>
<td>Up to 40 per month</td>
<td>1 can</td>
<td></td>
</tr>
</tbody>
</table>

Lot #3. Provision of Gardening and yard cleaning services:

<table>
<thead>
<tr>
<th>№</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price for unit (TJS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Gardening service, 300 sq. meters of garden and up to 100 indoor plants (refer to TOR para 2.5)</td>
<td>Up to 15 working days per month</td>
<td>1 working day</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Yard cleaning service, 1800 sq. meters of yard space (refer to TOR para 2.5)</td>
<td>Up to 15 working days per month</td>
<td>1 working day</td>
<td></td>
</tr>
</tbody>
</table>

Name of Bidder:

Name of authorized signatory:

Functional title:

Authorized signature:

(stamp)