

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2021-9164871

10 February 2021

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Long term agreement (LTA) for in-country transportation services for the delivery of UNICEF supplies

Issue Date 10 February 2021

Pre-bid meeting 21 February 2021 at 10 a m (Supreme Compound)

Closing date and time 28 February 2021 at 02 p m Afghanistan time

Annex A General Terms and Conditions

Annex B Technical evaluation criteria

Annex C Financial proposal format/Cost schedule

IMPORTANT NOTE Interested vendors must respond to this tender using the UNICEF e-submission system, via the UNGM portal. In order to access the full UNICEF tender details, request clarifications on the tender, and submit a vendor response to a tender using the system, vendors need to be registered as a UNICEF vendor at the UNGM portal and be logged into UNGM. For guidance on how to register on UNGM and submit responses to UNICEF tenders in the UNICEF e-submission system, please refer to the user guide and other resources available under this tender document.

Invitees are requested to submit their technical proposal separate from their financial proposal as inclusion of the financial information in the technical proposal is subject to disqualification.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Sonam

Date: 10.02.2021

Sonam Rukhsar Sarwari

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

Email : srsarwari@unicef.org

Approved By:

[Signature]

Date: _____

Ling Chen



REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No **LRPS-2021-9164871** set
out in the attached document, hereby offers to execute the services specified in this document

Signature _____
Date _____
Name & Title _____
Company _____
Postal Address _____
Tel No _____
Fax No _____
E-mail Address _____
Currency of Proposal _____
Validity of Proposal _____

Please indicate which of the following Payment Terms are offered by you
10 Days 3 0% _____ 15 Days 2 5% _____ 20 Days 2 0% _____ 30 Days Net _____ Other _____

Item	Service Description	Quantity	Unit	Unit Price	Price
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10 Long term agreement (LTA) for in-country

SHORT TITLE OF ASSIGNMENT

Long term agreement (LTA) for in-country transportation services for the delivery of UNICEF supplies

PROPOSED DURATION

12 months, renewable (for a further 24 months)

PROPOSED START DATE/END DATE

01st April 2021 # 31st March 2022

LOCATION OF REQUIRED SERVICES

All Provinces- Afghanistan

BACKGROUND

UNICEF Afghanistan Country Office, Kabul (hereafter 'ACO') has been using a Cargo Transportation service provider to dispatch UNICEF supplies from Kabul, Mazar, Herat, Kandahar, Tarinkot and Jalalabad, mainly from UNICEF Kabul warehouses to UNICEF zonal offices and related implementing areas as well as to Implementing Partners project sites in all over the country

OBJECTIVE

UNICEF wishes to enter into (a) non-exclusive LTA for provision of transportation services, required from time to time during the term of the LTA. It will be a provision that UNICEF will not be committed to purchase any minimum quantity of services, and that purchases will be made only if and when there is an actual requirement. Purchase of services will be made via issuance of a Transport Order by UNICEF in accordance with the terms and conditions of the LTA.

ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES

TRANSPORTATION SERVICES within AFGHANISTAN

1 Responsibilities of the Contractor (General)

The Contractor shall provide full transportation services when and as requested by UNICEF in its capacity as an accredited transport company which is as follows

Transport UNICEF goods from (to) UNICEF offices and warehouses in Kabul, Mazar, Herat, Jalalabad, Tarinkot and Kandahar etc to (from) nominated consignees in all provinces and districts throughout Afghanistan

The contractor shall follow the instructions given by the responsible UNICEF Supply & Logistics Section, notwithstanding its obligations to advise such a section on better conditions available to it, in terms of tariff, carriers etc

The enumeration of services as set forth in the article- although compulsory # is intended only to be illustrative of the range of the services requested

Item	Service Description	Quantity	Unit	Unit Price	Price
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Upon receipt of UNICEF requests to transport UNICEF cargo to the point of destination and, the Contractor should provide such services with the main objectives of achieving cost effective delivery and avoiding transportations delays

The LTA shall be awarded for the period of 12 months from the date of signing, on the basis of the rates offered Subject to satisfactory performance, the LTA may be extended for a further period of 24 months

2 Scope of work for Freight Forwarding/Transportations Services Agent

The Agent shall perform

Manage the entire transportation chain functions from point of dispatch to the point of destination, including all elements of the mode of transport necessary up to and including delivery to the pre-defined final destination This will include all necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the transport, and related services in accordance with best commercial practice

UNICEF will inform the contractor the exact transportation requirement (type (UNICEF may request a transporter to deliver some supplies like (vaccines, medicines etc) only in refrigerators trucks), destination, route and required delivery dates) by complete order sheet or by email, at least one day (24hours) before the task The contractor shall immediately confirm receipt of the request, share the details of trucks in the same day of request and provide the requested vehicles (as per requested size and number) to the loading point at the time and date specified If a contractor is not able to provide a truck of required capacity, he may provide another trucks which in total have a required or higher capacity However, Afghanistan country office (ACO) shall pay only charges as per a requested truck(s)

The contractor will be responsible for ensuring all trucks are properly and fully registered in accordance with local laws and must ensure trucks are always in good operational condition UNICEF will conduct random vehicle inspections and reserves the right to request immediate replacement of any truck or driver not found to be acceptable or to suspend the transport order All trucks must have tarpaulin rolls to cover the supplies while transporting

The vehicle assigned to carry UNICEF supplies should meet safety standards in compliance with laws in Afghanistan to have fire extinguisher(s), first aid kit etc

All transport must be carried out safely and expeditiously and cargo must be protected from the natural elements and any risks of theft as far as possible

UNICEF will issue waybills for each truck loaded Waybills must be signed by the consignee as proof of delivery and relevant remarks must be noted on it Non-readable waybills may not be taken in consideration for payment The loss of the waybill cannot be claimed by the contractor in the final payment

The vehicle assigned to carry UNICEF supplies should meet safety standards in compliance with laws in Afghanistan to have fire extinguisher(s), first aid kit etc

The Contractor is required to immediately report to UNICEF, items that are received for dispatch that are damaged, missing or where the quantity is not in compliance with the packing list and/or waybill, The Contractor shall not be obliged to load damaged cargo at the point of origin, unless specifically requested by UNICEF in writing

The Contractor must deliver goods transported on behalf of UNICEF in the same condition as loaded

The successful bidder shall be responsible for providing drivers for the execution of the services, that
 # hold valid driving license keep Original & Copy of the documents with them at all times
 # must not have a criminal record,
 # shall not possess fire arms

The successful bidder shall bear responsibility for any physical harm caused to his drivers or others in the execution of this Contract

The Contractor's assigned driver should be contactable throughout the journey carry at least cellular phone during the trip or establish regular communication with the Contractor UNICEF has right to request to know the telephone number(s) The Contractor should update UNICEF on location and movement of truck(s)

The contractor shall be responsible to provide logbook to the vehicle / driver The driver will be expected to detail the journey particularly stops made along the route

Item	Service Description	Quantity	Unit	Unit Price	Price
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The Contractor shall monitor all supplies in transit from point of loading to point of delivery. If any deviation from the planned transportation such as delays, damages, i.e. delays, short shipment and damages during transit, etc the Agent shall promptly notify UNICEF, the consignee and the parties of such deviation and provide information or suggestions on further plan of action and estimated time of arrival of transport.

The Contractor shall arrange if required a crane and/or personnel to offload goods at the point of destination.

Contractor should either provide Comprehensive Insurance Certificate or should submit a letter stating to be Self Insured.

UNICEF will not be liable to pay any cost other than stipulated in the LTA document.

Providing driver(s), fuel, lubricating oil and performing any mechanical maintenance of vehicle(s) are Contractor's responsibility. In case of a vehicle defect or failure by a driver to perform the transport duty, the contractor should make available replacement of vehicle and driver without delay to the planned dispatch. Failure to do so may result in the cost of services arranged by UNICEF to be charged against the Contractor. UNICEF should be notified promptly of any truck/driver replacement in writing. In case of a truck breakdown en-route no clubbing or accumulation of the shipment into another truck will be permitted.

3 Delays and demurrages

A Contractor should ensure the supplies are delivered within the quoted days (time) of each order. In case of unjustified delay in the delivery of the UNICEF reserves the right to impose or UNICEF shall deduct 0.5% of the total invoice value for the shipment per day, up to a maximum of 10% of the total invoice amount.

The contractor must inform UNICEF of any delays regarding the transportation of UNICEF supplies in writing immediately but no later than 24 hours after the delay.

UNICEF expects to receive an original or scan copy of duly signed waybill within 21 days as a conformation of accomplished delivery. In case of delays in late waybills submission, UNICEF reserves the right to impose or UNICEF shall deduct 0.5% of the total invoice value for the shipment per day, up to a maximum of 10% of the total invoice amount.

4 Subcontracting

The contractor shall be responsible for all works and services performed by its employees, agents and subcontractors. The contractor shall obtain the prior written approval and clearance from UNICEF to subcontract any transport services. The contractor shall take all reasonable measures to ensure that employees, agent and subcontractors conform to the highest standards of moral, ethical and professional conduct.

5 MISSING/ DAMAGED COMMODITIES

The Contractor is responsible for the consignment from the point the item is ready for loading (defined as point of origin) up to and including the offloading at the point of final destination.

The Contractor shall be responsible for comprehensive insurance third party, the vehicle(s), supplies (in-transit) and drivers to cover any claims regarding any accidents, injuries, death, damages or losses resulting from the transportation of UNICEF supplies. UNICEF will not accept any liability and claim for the theft, damage or loss of goods as per the Purchasing Price of the goods X number of items missing. UNICEF may, at its discretion, ask the Contractor to replace missing/damaged items and the damaged items will remain as property of UNICEF.

The Contractor is required to immediately report to UNICEF, items that are received for dispatch that are damaged, missing or where the quantity is not in compliance with the packing list and/or waybill. The Contractor shall not be obliged to load damaged cargo at the point of origin, unless specifically requested by UNICEF in writing.

The Contractor must deliver goods transported on behalf of UNICEF in the same condition as loaded. In the event of shortages or damages at the delivery point, the Contractor shall be charged according to replacement 100% of value of the commodity (C&F value for imported item). UNICEF may, at its discretion, ask the Contractor to replace

Item	Service Description	Quantity	Unit	Unit Price	Price
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missing/damaged items and the damaged items will remain as property of UNICEF. Also, the Contractor should ensure the supplies are delivered within the quoted days (time) of each order.

6 Force Majeure, Other Changes in Conditions

In case of force majeure the contractor is obliged to inform UNICEF with full details in writing within 12 hours. The contractor shall obtain a "Police Report" and share the copy of the report with UNICEF. At UNICEF discretion the contractor and UNICEF may organize assessment of the spot/site visit to determine the cause of incident. In case of force majeure etc, supported by a full "Police Report" accepted by UNICEF, the contractor will not be responsible for the replacement or compensation of the missing/damaged items.

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

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

7 CONSOLIDATION OF SHIPMENTS

The vehicle assigned to UNICEF will be exclusively for UNICEF supplies only, even if it is not fully loaded. The Contractor may never under any circumstances combine UNICEF supplies with those of local traders.

The carrier, under no circumstance, should carry illicit or illegal substances in their vehicles, while carrying UNICEF goods or otherwise any violation will result in immediate termination of the contract.

UNICEF may load supplies for multiple consignees in one truck either with the same destination or on a delivery route. In case the truck is required to deliver supplies to different districts within a province the charges will be as per quoted rates to the first drop zone and after wards it will be calculated per km and mileage claimed should be as per the distance tables reflected in Annex 2.

8 Supplies to be transported are for example

- Emergency shelter items, e.g. blankets, plastic sheeting, buckets, etc.
- Therapeutic food
- Water and Sanitation supplies and equipment
- Education and Emergency Kits
- Vehicles (soft skin & armoured)
- IT equipment, e.g. Computers & Printers
- Telecommunications equipment, e.g. HF/VHF radios, V-SAT's, etc
- Vaccines, Pharmaceutical and Health related products which may require cold chain packaging

9 ORGANIZATIONAL REQUIREMENTS

Item	Service Description	Quantity	Unit	Unit Price	Price
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9 1 Management and Liaison with UNICEF

The Contractor shall nominate a professional key Account Manager(s), who will be responsible for the performance of the obligations and to liaise with UNICEF or other UNICEF clients

The successful proposer shall designate a supervisor/focal person who shall be responsible for overall management and coordination of the transportation services of UNICEF supplies. The Manager/Supervisor shall be able to read, write, speak and understand English.

The Contractor must provide Supply & Logistics Section of UNICEF with a list of the names, phone numbers and e-mail addresses of all its senior personnel who may be contacted during weekend or public holidays for transport services for any emergencies arising out of office hours.

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

If one or more key personnel become unavailable, for any reason, for work under the Contract, the Contractor shall notify UNICEF at least fourteen (14) days in advance and obtain the project authority's approval prior to making any substitution of key personnel. In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of the replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Key personnel are designated as follows:

- Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the Contract

- Personnel whose resumes were submitted with the proposal, and Individuals who are designated as key personnel by in the Contract

Confidentiality: it is expected the service provider will deal with information regardless UNICEF supplies or operations in professional and confidential manner.

UNICEF reserves rights take pictures of driver and assistant, loads, truck number plate and safety equipment (e.g. fire extinguisher, first aid kit etc.) at point of origin, when deemed necessary.

Unloading will mostly be done by UNICEF workers but in case contractor is required to offload supplies, he will be informed prior to the order and cost of unloading is to be mentioned in the financial proposal.

All the correspondence with UNICEF, including the contractor's invoices must be in English.

9 2 Termination

If the contractor fails to deliver any of the deliverables within the time period specified in the contract or fails to perform any of the terms, condition, or obligations of the contract, or should the contractor be adjudged bankrupt, or receiver be appointed on account of the insolvency of the contractor, UNICEF may without prejudice to any other right or remedy it may have under the terms of these conditions terminate the contract forthwith, in whole or in part upon thirty (30) day notice to the contractor.

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

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

Upon termination of the contract UNICEF may require the contractor to deliver any supplies, which have not been delivered and accepted prior to such termination related specifically to this contract.

TERMS OF PAYMENT

Item	Service Description	Quantity	Unit	Unit Price	Price
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Payment shall be made in 30 days after receipt in accordance with this contract upon acceptance of an invoice. Invoices shall be submitted upon completion of the activities and each invoice shall be due no later than five (5) working days after the completion of each month.

Payments will be made, in arrears, on a monthly basis, on presentation of invoices in AFA.

The following documents will be required to process payment:

- Consolidated invoices must be submitted to ACO Supply Section

- Original waybills duly signed and stamped by the consignee together with any other supporting and relevant documents and chargeable receipts

UNICEF will not be liable to pay any cost other than stipulated in the LTA document.

The Contractor shall not add any charges for administrative costs and out-of-pocket expenses, e.g. cost of telefax, telegrams, telephone calls, postage and other minor charges, nor for the cost of supply, installation, services and maintenance of the information technology system, the order tracing system, or for preparing documentation. UNICEF will not reimburse any charges related to the completion of the bidding process or responses to tenders. UNICEF is exempt from all direct taxes, customs duties and charges and all rates should therefore be shown exclusive of any taxes. All UNICEF contractors are not exempted from tax and are expected to comply fully with relevant national legislations.

The Contractor shall pre-pay or arrange pre-payment of all applicable charges to the point of ultimate destination specified by UNICEF, provided that the Contractor shall ensure that such charges do not include taxes, excises or other duties imposed by government authorities. No "freight collect" shipments will be allowed.

All expenditures to return transport to the locations of its origin (return legs) shall be paid by a Contractor.

The price is not subject to any adjustment or revision because of price or currency fluctuations, the actual costs incurred by the Contractor in the performance of its obligations hereunder or modifications to this Agreement or the Contract Documents.

6.6 ACCESS RIGHTS

At the request and expense of UNICEF, the Contractor shall permit UNICEF and its authorized representatives to have access to books, records and accounts, examine and copy during ordinary business hours such books, records and accounts as may be necessary or advisable to enable UNICEF to verify that the Contractor has complied with the terms of any resulting contract.

6.7 Authorized Representatives

UNICEF shall, from time to time, notify in writing the Contractor the names, titles and functions of the officials authorized to request removal services and shall furnish to the Contractor a list of signatures of the persons as designated. This list will include but will not be limited to the following officials: Chief Supply & Logistics, Logistics Specialist and Logistics Officer.

6.8 Special terms and conditions

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

The Contractor guarantees that neither the Contractor's company, nor any affiliates, nor any subsidiaries controlled by the Contractor's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines. The Contractor recognizes that a breach of this provision will entitle UNICEF to terminate its Contract with the Contractor.

Item	Service Description	Quantity	Unit	Unit Price	Price
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The contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNICEF. The contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agent of UNICEF.

	Long term agreement (LTA) for in-country	1	PU		
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SPECIAL NOTES

1 MARKING AND RETURNING BIDS

1.1 Interested companies may submit their proposals through E-submission NO LATER THAN 28 February, 2021 at 02 00 PM Afghanistan time

Late submissions will not be entertained

Invitees are requested to submit their technical proposal separate from their financial proposal as inclusion of financial information in the technical proposal is subject to disqualification

Invitees are kindly requested to provide their quote in AFN currency only No other currencies will be acceptable

1 PRE-BID MEETING

A non-mandatory pre-bid meeting is scheduled as follows

The pre-bid meeting is set for 21 February, 2021 at 10 00 AM Afghanistan time The purpose of the meeting is to clarify the scope of the services and to respond to queries

Companies are requested to send below information 48 hrs prior to the pre-bid meeting date to Sonam Sarwari at srsarwari@unicef.org for the pre-bid meeting

- a) Name
- b) Company Name and nationality
- c) Tazkira/Passport no. (The visitor must have original Tazkira/passports upon entry in to UNOCA Compound)
- c) Interested bidders whom are outside Kabul, and will not be able to send their representatives, can send their Skype IDs to be connected through Skype

Interested companies are encouraged to participate in the pre-bid meeting to come up with realistic proposals

Note Visitors are requested to arrive at UNOCA at least 20-30 minutes in advance as the security procedure and clearance for the visitors tend to take time

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

3.1 Not Applicable

4 REQUEST FOR INFORMATION

4.1 Any request for information regarding the specifications should be forwarded to srsarwari@unicef.org and lchen@unicef.org

5 CHANGE OF SPECIFICATIONS

5.1 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

6.1 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 or faxed 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

8.1 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

9.1 With his bid, the bidder is expected to submit a time-frame programme for completion of services as per the ToR. 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

11.1 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 CATALOGUES / COMPANY PROFILE

14.1 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.

16 TAX EXEMPTION

16.1 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.

1 PURPOSE OF THE BID, PRICES AND VALIDITY

1.1 UNICEF is seeking service provider(s) to establish a Long-Term Arrangement (LTA) for provision of in-country transportation services for the delivery of UNICEF supplies.

(a) Provide cost in Afghani that will remain valid for a period of 90 days after bid closure.

(b) Successful bidder shall maintain unit rates until the completion of the project # i.e. 12 months after signing of the long-term arrangement.

(c) Advise as to any discounts applicable for payment within a specified period.

1.2 Bids should be valid for 90 days from the closing date of bids

1.3 UNICEF standard payment terms are net 30 days after receipt of the formal invoice, approved by UNICEF

Time will be computed from the date of receipt of complete payment documentation at UNICEF Office

Any other discount must be clearly stated in the bid.

2 CONTRACTUAL PROVISIONS

2.1 Deliveries shall be made as per instructions given in UNICEF's contract. The project shall be delivered in UNICEF, Afghanistan

Bidders shall indicate estimated time for completion of the full scope of works

The scope of works shall cover completion of the project as indicated in the terms of reference of this project

Any possible cost incurrance for properly finished works shall be included in to unit rates

No claims for supplementary expenditures will be accepted by UNICEF.

Any expenses incurred on such site-visits will not be borne by UNICEF

2.2 UNICEF will monitor and measure the performance of the successful bidder, in comparison with similar projects implemented by UNICEF

It is imperative that bidders shall state realistic average minimum timelines and submit a feasible strategy for project implementation

3 SUBCONTRACTING

3.1 In case the contractor intends to subcontract services, the bidder has to clearly state in his proposal which works or services are concerned. Prior to sub-contracting of services, written UNICEF consent is mandatory.

4. BIDDER REPRESENTATIONS

4.1 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) It has not and shall not enter into any agreement or arrangements 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

5 SUPPLIER REGISTRATION AND EVALUATION

Invitees shall fill the attached supplier profile form and submit it with the technical proposal. You may find the supplier registration form attached to this request for proposal.

6 WARRANTY

6.1 The Bidder is required to give a 6 months' defect liability warranty against any defects (only applicable to construction projects applicable)

7 LIQUIDATED DAMAGES

7.1 Should the contractor fail to complete the works in accordance with the dates stipulated in the Article 10 of the manual contract, UNICEF shall have the right to deduct from any payment due to the contractor the amount of one tenth of a percent (0.5%) of the contract price per day up to a maximum of ten percent (10%) of the contract price. These liquidated damages shall not relieve the contractor of his obligations or responsibilities that he may have under the contract

8 GENERAL TERMS AND CONDITIONS

8.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting Contract. In the case of any inconsistencies, the following order of precedence shall prevail

- (a) The contract document,
- (b) The UNICEF General Terms and Conditions,
- (c) The UNICEF specific Terms and Conditions to the contract
- (d) Annex documents

9 Delivery Date

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

10 Legal Status

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

11 Contractor's Responsibility for Employees

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

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors. UNICEF will accept no liability in this regard

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

12 Indemnification

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

13 Insurance and Liabilities to Third Parties

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor should have and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract
- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall
 - (i) Name UNICEF as additional insured,
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF,
 - (iii) Provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage
- (e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article

14 Source of Instructions

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

15 Encumbrances/Liens

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

16. Title to Equipment

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

17. Copyright, Patents and Other Proprietary Rights

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

18. Confidential Nature of Documents

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

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

19. Force Majeure, Other Changes in Conditions

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

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, #Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

20. Sub-Contracting

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

21 Officials Not to Benefit

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

22 Authority to Modify

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

23 Replacement of Personnel

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

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

- (a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract
- (b) Personnel whose resumes were submitted with the proposal, and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

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

24 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 LONG TERM ARRANGEMENT

1.1 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) ("LTA") for the provision cargo transportation services , as required from time to time during the term of the resulting LTA. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these items/services, 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)

1.2 The quantities outlined in this bid, 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

1.3 Purchases will be made against service POs 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

2 TERM

2.1 The proposed LTA shall be valid for an initial period of 12 months, with a right of renewal for an additional period of 12 months. Prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for 12 month periods from the commencement of the LTA, provided however that

The successful bidder shall notify UNICEF in writing 30 days prior to the 12-month expiry, 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,

INSTRUCTION TO PROPOSERS

1 MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope

Name of company
[RFP(S) NO]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2 OPENING OF PROPOSALS

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

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

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

3 UNGM REGISTRATION

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

4 AWARD NOTIFICATION



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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract

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

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

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

"Fee" is defined in Article 3.1

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

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

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by or on behalf of UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services or (b) are collected by the Contractor in the performance of the Contract

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html as may be updated from time to time

1.2 These General Terms and Conditions of Contract UNICEF's Policy Prohibiting and Combating Fraud

and Corruption the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract as well as other policies applicable to the Contractor are publicly available on the UNICEF Supply Website The Contractor represents that it has reviewed all such policies as of the effective date of the Contract

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

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

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

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- (a) by written notice require the Contractor at the Contractor's expense to remedy its performance including any deficiencies in the Deliverables to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine in its sole discretion is necessary as specified in the notice)
- (b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance
- (c) procure all or part of the Services and/or Deliverables from other sources and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables
- (d) give written notice to terminate the Contract for breach in accordance with Article 6.1 below if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy
- (e) require the Contractor to pay liquidated damages as set out in the Contract

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

Contractor's Personnel and Sub-Contractors

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

- (a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7
- (b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who while doing so will respect the local laws and customs and conform to a high standard of moral and ethical conduct
- (c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as or better than the qualifications of any personnel originally proposed by the Contractor
- (d) At any time during the term of the Contract UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel UNICEF will not be required to give an explanation or justification for this request Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions
- (e) If one or more of Contractor's Key Personnel become unavailable for any reason for work under the Contract the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel In notifying the UNICEF contracting authority the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement
- (f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract The Contractor's Personnel including individual sub-contractors will not be considered in any respect as being the employees or agents of UNICEF
- (g) All expenses of the withdrawal or replacement of the Contractor's Personnel will in all cases be borne exclusively by the Contractor

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

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and

Safeguarding of Children The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements The Contractor will further cooperate with UNICEF's implementation of this policy

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

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

3 Fee Invoicing Tax Exemption Payment Terms

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

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

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

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

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents as referred to in Article 3.2 above The amount paid will reflect any discount(s) shown under the payment terms of the Contract The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

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withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of or waiver of any of UNICEF's rights with regard to the Contractor's performance.

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

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

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

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

4 Representations and Warranties: Indemnification: Insurance

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF or that it provides to UNICEF during the term of the Contract concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has and will maintain throughout the term of the Contract all rights, licenses, authority and resources necessary as applicable to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

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

Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend at its own expense UNICEF, its

officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor or its Personnel or sub-contractors in the performance of the Contract.

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

Insurance

4.6 The Contractor will comply with the following insurance requirements:

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

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

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

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

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

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

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

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

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

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

Liability

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

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

Intellectual Property and Other Proprietary Rights

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5.1 Unless otherwise expressly provided for in the Contract

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

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

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

Confidentiality

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

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

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

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

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

Data Protection and Security

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

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data

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

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

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

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

Service Providers and Sub-Contractors

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

End of Contract

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

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

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

6 Termination - Force Majeure

Termination by Either Party for Material Breach

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

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Additional Termination Rights of UNICEF

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

- (a) in the circumstances described in and in accordance with Article 7 (Ethical Standards) or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality, Data Protection and Security) or
- (c) if the Contractor (i) is adjudged bankrupt or is liquidated or becomes insolvent or applies for a moratorium or stay on any payment or repayment obligations or applies to be declared insolvent, (ii) is granted a moratorium or a stay or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) days' written notice to the Contractor without having to provide any justification.

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

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

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

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

Force Majeure

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

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency or similar response operations.

7 Ethical Standards

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

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

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

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

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

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

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

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

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

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

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel, including its employees or any persons engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel, including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services or other things of value for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract, and any breach of this representation and warranty will

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entitle UNICEF to terminate the Contract immediately upon notice to the Contractor without any liability for termination charges or any other liability of any kind

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

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

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

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

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

8 Full Cooperation with Audits And Investigations

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

9 Privileges and Immunities Settlement of Disputes

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

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

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

10 Notices

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

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

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

11 Other Provisions

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

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

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

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

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

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

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

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

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

11.10 The provisions of Articles 2 14 3 8 3 9 4 5 7 8 9 11 1 11 2 and 11 7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract



ANNEX B
NON-DISCLOSURE AGREEMENT

Contract 9164871
Access to Data - Confidentiality Obligations

Dear [_____]

In order to facilitate the provision of the services to the United Nations Children's Fund (UNICEF) by your organization ([Contractor] or you) under the contract identified in the Annex to this letter...

This letter is to confirm that UNICEF is willing to accept your request and facilitate your access to and permission to use the Government Data on the conditions set out below in this letter.

1 Government Ownership You accept and acknowledge that the Government Data is proprietary to the Host Government and that you will not claim any ownership or any other rights in the Government Data.

2 Confidential Information For the purposes of the Contract, the Government Data is deemed to be UNICEF's Confidential Information (as defined in the Contract) and all of the provisions of Article 5 of the UNICEF General Terms and Conditions of Contract (Services) in the Contract apply to your access and use of the Government Data.

3 Access Your access and use is limited to the Government Data and no other data is being made available to you under this letter. UNICEF will make this Government Data available to you through the Access Modality described in the Annex to this letter.

4 Permitted Purpose Only You will only use the Government Data for the Permitted Purpose specified in the Annex to this letter and no other purpose. You will not use the Government Data and you will ensure that your Authorized Users do not use the Government Data for any other purposes.

5 Authorized Users Access to the Government Data under this letter is limited to only your Personnel that are listed as an Authorized User in the Annex. You will be responsible for the compliance by your Authorized Users with the conditions on access set out in this letter.

6 No Sub-license The permission granted under this letter is limited to your organization only and does not extend to your Sub-Contractors or Affiliates. You may not assign or sub-license the permission granted to you under this letter.

7 Compelled Disclosure In accordance with Article 5.3 of the UNICEF General Terms and Conditions of Contract (Services) if you receive a request for disclosure of Government Data under any judicial or law enforcement process before you make the requested disclosure you will give UNICEF sufficient notice of the request in order to allow UNICEF to have a reasonable opportunity to take protective measures or take such other action as may be appropriate and will notify the relevant authority of this.

8 Data Protection Standards In accordance with Article 5.6 of the UNICEF General Terms and Conditions of Contract (Services) you confirm that you have a data protection policy in place that meets all applicable data protection standards and legal requirements and that you will apply such policy in the storage, use, processing, retention and destruction of the Government Data.

9 Segregation of Data In accordance with Article 5.7 of the UNICEF General Terms and Conditions of Contract (Services) you will use reasonable efforts to ensure the logical segregation of the Government Data

from other information to the fullest extent possible. You will also use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet your confidentiality obligations as they apply to the Government Data.

10 Security Incident In accordance with Article 5.9 of the UNICEF General Terms and Conditions of Contract (Services) you will immediately notify UNICEF if there is any actual, suspected or threatened unauthorized or accidental disclosure of the Government Data or other Security Incident affecting the Government Data and you will implement any all necessary damage mitigation and remedial actions.

11 Access Period Termination The access and permission given to you under this letter is limited to the Access Period. UNICEF may but is not obliged to agree to extend the Access Period upon your request. If you or any of your Authorized Users breaches any of the conditions set out in this letter, UNICEF may terminate your access to the Government Data and withdraw its permission for you to use the Government Data with immediate effect. UNICEF may also terminate the Contract in accordance with Article 6.2(b) of the UNICEF General Terms and Conditions of Contract (Services).

12 Return / Destruction of Data When the Access Period ends, unless otherwise agreed with UNICEF and the Host Government, you will return to UNICEF all the Government Data or, at UNICEF's option, destroy all copies of the Government Data held by any Authorized Users and confirm such destruction to UNICEF in writing.

13 Survival of Obligations Your obligations under this letter will survive the expiry of the Access Period or termination of the access and permission granted under this letter.

Nothing in or related to this letter will be treated as a waiver of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF.

Please confirm your agreement with the conditions set out in this letter on behalf of your organization by signing, dating and returning to us the enclosed copy of this letter. As soon as we receive the copy of this letter countersigned by you, we will facilitate the access to the Government Data described in this letter and your Access Period will begin.

We look forward to working with you for the fulfillment of the Contract.

Yours sincerely,

[_____]
[Name]
[Title]

CONFIRMED AND AGREED ON BEHALF OF

_____ Date _____

Name
Title