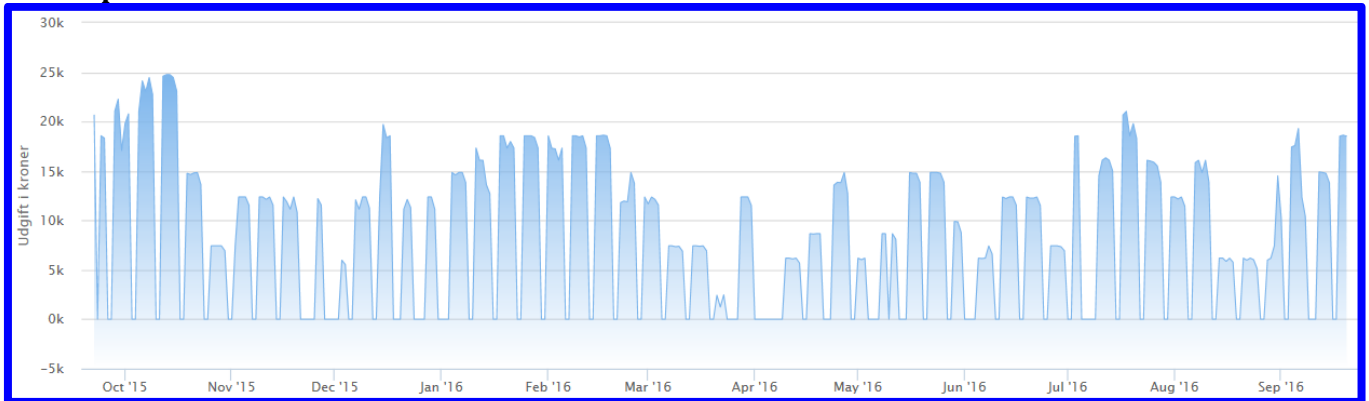


1. What is your spend on temporary labourers tendered?

**Response:**



2. Is it possible to receive statistics on the spend of temporary laborers used in the last month (in order to see the flow and seasons)?

**Responses**

**See above.**

3. Para. 3.1 – “Ensure all labourers have the appropriate protective and safety equipment” – please list the protective and safety equipment that you require?

**Responses**

**Safety shoes, appropriate working trousers. Gloves will be provided.**

4. Does the temporary laborers pay the breaks themselves?

**Responses**

**UNICEF does not pay for the lunch break. The other breaks are paid by UNICEF, and UNICEF also reserves the right to cancel/change them according to the operational needs.**

**Please see working hours Fridays:**

**3.2 - Working Hours - The required working hours are from 07:00 – 15:00**

**Monday to Thursday with the following breaks:**

**09:00 – 09:20 - Morning Break**

**11:30 – 12:05 - Lunch**

**13:45 – 14:00 - Afternoon Break**

**Friday the required working hours are from 07:00 – 14:00**

**09:00 – 09:20 - Morning Break**

**11:30 – 12:05 - Lunch**

5. Normally the Client, in this case UNICEF, is obliged by law to hold a workers compensation liability insurance, re. Danish law “lovbekendtgørelse om arbejdsskade forsikring § 48”. In this contract re. art. 3.10, it is Adecco who holds the insurance. Is this because UNICEF has a special legal status, re. RFPS art. 5 and is not obliged by this law?

**Responses**

**UNICEF is not a Danish company and is not following the Danish legislation. The Contractor is therefore requested to hold a workers compensation liability insurance.**

6. Does the tax exemption-status re. UNICEF general terms and conditions art. 5. include VAT exemption?

**Responses**

**Yes**

7. Are your workers currently covered by a collective bargain agreement – if yes which one?

**Responses**

**No and not relevant.**

8. How is payment with sickness handled?

**Responses**

**UNICEF pays for the hours actually worked and is not compensating sick leave or any other type of leave. This is to be settled between the Contractor and their staff.**

9. Our question is regarding your terms and conditions. The key issue is on liability.

Temporary labour Services means that the supplier will recruit, select, employ and payroll employees that will be working under the supervision and control of UNICEF. This means that UNICEF will be responsible for the work and any actions of those employees working under its supervision, and we understand that this is not a liability of Supplier as described in article 7 and 8 of the General Terms and Conditions. Could you please confirm if our understanding is correct?

Furthermore, we have noticed that our liability under the terms is currently uncapped. Whilst we always seeks to balance the risks under a contract with the rewards, we would like to propose a reasonable cap. Can UNICEF agree to a cap to the fees paid under the respective assignment or order that gave rise to a claim?

**Responses**

**The workers will be supervised by the contractor who will put supervisor(s) in place. The tasks to be performed are defined and controlled by UNICEF. The workers and their performance are supervised and controlled by the Contractor's supervisors. UNICEF will have quarterly performance discussions with the Contractor.**

**Reminder:**

Proposals must be received by latest 23.59 hours (Copenhagen time) on **28 September, 2016**, and will be opened on 30 September, 2016. After submission of your offer you will receive an acknowledgement receipt.

1. The proposals must be submitted to the following email: [supplybid@unicef.org](mailto:supplybid@unicef.org). Proposals sent to any other email will be invalidated. Do not send general queries to this email.
2. Technical Proposal should NOT contain price information.
3. The **subject line of the e-mail** should include the bid number; i.e. **502318**
4. Attachments to be maximum ten **(10) megabytes** per email and submitted in PDF format. Larger attachments and attachments other than PDF format will not be accepted.
5. No other recipient should be "cc" or "bcc" in the email submission

All relevant information can also be found on:

UNICEF website ([http://www.unicef.org/supply/index\\_92719.html](http://www.unicef.org/supply/index_92719.html))

UNGM website (<https://www.ungm.org/Public/Notice/49377>)