

INVITATION TO BID FOR SERVICES

LIBS-2017-9136736

20 December 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)**Wishes to invite you to submit a bid for**

Provision of vehicle maintenance services to UNICEF Jalalabad Zone Office
Issuance Date: 11 Dec, 2017
Closing/Opening Date: 20 Dec, 2017 at 2 pm

SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID NUMBER, and dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE i.e. 20 Dec, 2017 at 2:00 PM Local Time. Bids received in any other manner will be INVALIDATED.

Bids received without the Bid number will be INVALIDATED and late submissions will not be entertained.

Please submit your bids to UNICEF Afghanistan Country office located in UNOCA Compound on Kabul Jalalabad road (opposite Shaista fuel station). Please submit your bids in sealed envelopes clearly marked with the ITB number.

Bid submitted to other UNICEF offices in Afghanistan will be subject to disqualification.

PRE-QUALIFICATION CRITERIA:

1-Proof that the company has sophisticated tools and skillful mechanics and has worked previously with any International Organization satisfactorily.

2-Client reference/experience - provide at least 3 positive client reference

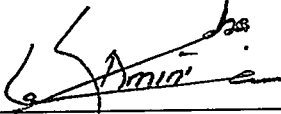
3-The Company should be officially registered with the Government of Afghanistan as a business. Provide a copy of the valid business registration.

4-Minimum of 5 years of proven experience in the similar field (Copies of contracts/agreements to be provided for the past 5 years).

Lack of compliance with any of the above criteria will be subject to bid disqualification

THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:



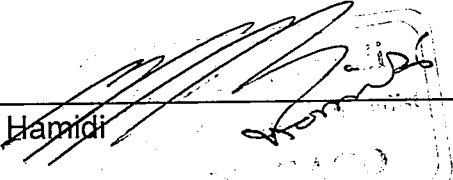
Date: 11/12/2017

Mohammad Tamim Amini

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

Email : mtamini@unicef.org

Approved By:



Date: 11. Dec. 2017

Hashim Hamidi

INVITATION TO BID FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of ITBS No. **LIBS-2017-9136736** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

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

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Other Trade Discounts: _____

Delivery terms : Jalalabad, Afghanistan

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

10 Provision of vehicle maintenance

Title:

Provision of vehicle maintenance services to UNICEF Jalalabad Zone Office

Duty Station:

Jalalabad Afghanistan

Duration:

12 Months

Background:

Good mechanical upkeep is essential for ensuring safety and for achieving the maximum performance of the Vehicles at the lowest cost. In addition, incidents involving vehicles is the number one security threat to UNICEF staff in Afghanistan. Therefore it is important for Administration to ensure that all Vehicles at all-time are well-functioning and well-maintained. As UNICEF Jalalabad office does not have the in-house capacity to maintain the UNICEF vehicles, the service has been outsourced to private garages.

This contract to be issued for providing regular quality maintenance and timely repair, when necessary for UNICEF Jalalabad Vehicles as per the below terms and conditions. UNICEF vehicles are mostly used for official missions to/from Jalalabad to various locations in the region. UNICEF is urging the service provider to give priority to UNICEF Vehicles in every case.

Objective:

Maintenance of Armored Vehicles of UNICEF Jalalabad office.

SCOPE OF WORK, ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE:

Tasks:

The Company undertakes UNICEF Vehicles preventive maintenance and other necessary repairs of the engine, chassis, and body work such as dents, electrical and mechanical systems of the vehicle and replace of spare parts as per the Work Order.

Work Order to be issued by UNICEF Jalalabad only which should carry the signature of the authorized UNICEF staff. UNICEF, through an official letter, will introduce the assigned

The Company informs UNICEF about technical faults and additional spare parts deemed necessary, which are not in the list and obtain written authorization from UNICEF Administrative unit before undertaking such repairs.

Maintenance, Service and any other maintenance task to be carried out by the Company in a good and professional manner by the skilled workers. Only original and genuine spare parts and consumables, including oil and fluids to be used for maintenance and service of UNICEF Vehicles.

UNICEF has the rights to cancel the payment as well as the contractual arrangement if any spare parts proved to be fake or the maintenance is done non-professionally.

Delivery terms : Jalalabad, Afghanistan

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

The Company must give priority and prompt service to UNICEF Vehicles and to meet urgent needs of UNICEF.

The contract should not be limited to any fixed number of vehicles.

On UNICEF request, the contractor would be required to send rescue team for UNICEF vehicles for mechanical failure and/or accident to the site if needed.

The company shall not be paid for any maintenance which is not resolved the referred vehicle problem

End Product/Deliverable:

Satisfactory maintenance and repair of UNICEF Jalalabad office Vehicles.

Timeframe:

One year with possible extension

QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES

Proof that the company has sophisticated tools and skillful mechanics and has worked previously with any International Organization satisfactorily.

Client reference/experience - provide at least 3 positive client reference

The Company should be officially registered with the Government of Afghanistan as a business. Provide a copy of the valid business registration.

Minimum of 5 years of proven experience in the similar field (Copies of contracts/agreements to be provided for the past 5 years).

Conditions of work:

UNICEF authorized personnel to issue a work order that is subject to the terms and conditions of this Contract for each job assignment, detailing the necessary instructions for services to be delivered as part of this Contract.

The Contractor undertakes to coordinate the delivery schedule with UNICEF contact person.

All services must be carried out on timely basis; the contractor will be responsible to complete the delivery within the period required works stipulated in the work order.

In case of failure of provision of services, UNICEF would find alternative service provider and the contractor will reimburse the payment to UNICEF.

The garage run by the contractor should meet the minimum safety standard in compliance with laws in Afghanistan.

There should be minimum number of five mechanic (and at least three of them are with more than three year

Delivery terms : Jalalabad, Afghanistan

Item	Service Description	Quantity	Unit	Unit Price	Price
------	---------------------	----------	------	------------	-------

experience) available at the garage run by the contractor.

Other conditions of workers(s) including salary scale and working hours (daily, weekly and monthly) should be in compliance with Afghanistan laws.

The contractor shall be responsible to prepare vehicle maintenance record book per each vehicle, indicating all the jobs carried out on the vehicle with date and mileage of the vehicle.

The Contractor shall not provide any services based on requests from unauthorized UNICEF personnel.

The Contractor shall not provide any services based on verbal request, unless in exceptional emergency cases. UNICEF to provide a written authorized work order soon after the verbal request. UNICEF will not pay without written authorized work order.

In case of late delivery of services against the time frame agreed on the signed work order, UNICEF will deduct 0.5% per day from the Contractor's invoice, up to maximum 10% of the monthly invoice amount.

The agreed rates should be inclusive of any allowance / insurance for contractor's mechanic and other workers. UNICEF shall not be responsible for any payments for workers for the contractor.

UNICEF is exempt from all direct taxes, customs duties and charges.

The contractor, shall not, except after obtaining written consent from UNICEF authorized personal assign, transfer, pledge or make other disposition of the Work Order or Contract, or any part therein, or any of the Contractor's rights or obligations under the Work Order or Contract.

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

The Contractor shall not use the name, emblem or official seal of UNICEF for any purpose. The Contractor shall not advertise or otherwise make public that the Contractor is providing services to UNICEF without specific permission of UNICEF.

Contractor should clearly indicate any sub-contracting arrangement with any other workshop. UNICEF will only deal with the main contractor and main contractor will be responsible for performance of sub-contractor.

Contractor will be fully responsible for safety of UN vehicles and all of its equipment installed. Contractor will be fully responsible to pay for any damages to the vehicles or theft of any of the equipment installed while the vehicle is parked in the garage.

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.

Delivery terms : Jalalabad, Afghanistan

Item	Service Description	Quantity	Unit	Unit Price	Price
	Vehicle Maintenance Services	1	PU		

SPECIAL NOTES

INSTRUCTIONS TO BIDDERS"

1 MARKING AND RETURNING BIDS:

1.1 SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID NUMBER, and dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE i.e. 20 Dec, 2017 at 2:00 PM Local Time. Bids received in any other manner will be INVALIDATED.

UNICEF reserves the right to cancel this tender at any moment and without any notifications.

1.2 Bids received without the Bid number will be INVALIDATED and late submissions will not be entertained.

Please submit your bids to UNICEF Afghanistan Country office located in UNOCA Compound on Kabul Jalalabad road (opposite Shaista fuel station). Please submit your bids in sealed envelopes clearly marked with the ITB number.

2. TIME FOR RECEIVING BIDS

2.1 Sealed 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.

2.3 Modification of sealed Bids already submitted in a sealed envelope will be considered if received prior to the closing time and date.

3. REQUEST FOR INFORMATION

3.1 Any request for information regarding the specifications should be forwarded to the mtamini@unicef.org

4. 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.

5. CORRECTIONS

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

6. MODIFICATION AND WITHDRAWAL

6.1 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.

6.2 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.

7. VALIDITY OF BIDS

7.1 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.

8. DELIVERY PERIOD

8.1 With his bid, the bidder is expected to submit a time-frame programme for completion of services. This information will be taken into account in the Bid adjudication.

9. DISCOUNTS

9.1 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.

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

10. QUALITY ASSURANCE

10.1 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.

11. RIGHTS OF UNICEF

11.1 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.

11.2 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.

12. AWARD/ADJUDICATION OF BIDS

12.1 The contract will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time, 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. As indicated in the ITB, having an official Toyota dealership will be considered an advantage in this process.

12.2 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.

12.3 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

12.4 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.

13. CATALOGUES / COMPANY PROFILE

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

14. ERROR IN BID

14.1 Bidders are expected to examine all Schedules and all Instructions pertaining to the Bid. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

15. TAX EXEMPTION

15.1 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. UNICEF will provide copy of Agreement with Government of Afghanistan confirming mentioned tax exemption status. Please indicate your VAT registration number in your bid.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE OF THE BID, PRICES AND VALIDITY

1.1 UNICEF wishes to hire a vehicle maintenance service provider for its Toyota owned vehicles. Bidders are requested to:

(a) Provide cost in Afghanis that will remain valid for the whole period of the long term arrangement i.e. 1 years, subject to extension based on positive performance evaluation.

(b) Successful bidder shall maintain unit rates until the completion of the project.

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

1.2 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.

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

5.1 UNICEF is part of the United Nations Global Marketplace (UNGM) (previously the UN Common Supplier Database.)

Accordingly, all bidders must apply to become a UNICEF supplier and this must be done by contacting UNICEF Supply section in Kabul for prequalification and registration purposes. Following this application a determination will be made as to whether the application will be accepted. The determination is based on relevance of the products to UNICEF, together with a financial assessment. Application can be done through the Form #Company Profile#, attached to this RFP.

5.2 Simultaneously with application to Supply section, and unless this information has already been provided to UNICEF within the previous 12 months, bidders shall submit their most recent Audited Financial Statement and Quality System Certificate to the UNICEF Supply section, Kabul. This information will be used by UNICEF for evaluation and approval purposes before making an award. It is in the interest of the Bidders to provide information as complete as possible, as awards will only be made to suppliers who meet UNICEF's supplier selection criteria.

6. WARRANTY

6.1 The Bidder is required to give a 06 months defect liability warranty against any defects.

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.

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.

Sexual Exploitation:

#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 of vehicle maintenance services, as required from time to time during the term of the 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.

The resulting LTA may also be utilized by any of the other UN sister agencies.

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:

(a) 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;

3. PRICES AND DISCOUNTS

3.1 Bidders are requested to:

(a) Provide unit prices in Afghanis, which will remain firm, subject to the right to review as outlined in clause 2. Failure to quote in Afghanis will invalidate the bid;

(b) Advise as to staircase pricing (i.e. varying prices according to services procured) or payment within a specified period of time. Any other discount must be clearly stated in the bid.

3.2 UNICEF standard payment terms are net 30 days after receipt of COMPLETE PAYMENT DOCUMENTATION as specified in the Service Purchase Order. Time will be computed from the date of receipt at UNICEF office of complete payment documentation.

4. DELIVERY

4.1 Deliveries of services shall be made as per instructions in UNICEF's Purchase Orders, as issued in accordance with the provisions of the LTA. Bidders shall indicate the guaranteed minimum lead time for delivery of services.

4.2 Bidders are requested to note that UNICEF will monitor and measure the performance of the successful bidder, in comparison with guaranteed minimum lead time indicated in this bid. Accordingly, it is imperative that bidders must state realistic guaranteed minimum service delivery time.

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING BIDS

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

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

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

1.4 Bidders should note that Bids received in the following manner will be invalidated:

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

1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

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

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

1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 All e-mailed Bids must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc"

or "Bcc" in the e-mail submission. Bids received in any other manner will be invalidated.

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

2. OPENING OF BIDS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Services), the following terms have the following 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 Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

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

Provision of Services and Deliverables

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

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

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

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

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

Non-conforming Services and Consequences of Delay

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Contractor's Personnel and Sub-Contractors

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

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

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

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

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

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

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

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

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

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

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

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

3. Fee; Invoicing; Tax Exemption; Payment Terms

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

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

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

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

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

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

Indemnification

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

ANNEX A GENERAL TERMS AND CONDITIONS

- (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 (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.
- (e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.
- (f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

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

5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

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

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

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

Confidentiality

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

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

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

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

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

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

Data Protection and Security

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

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

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

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

Service Providers and Sub-Contractors

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

End of Contract

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

- (a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and
- (b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

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

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

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

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

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

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

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

Force Majeure

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

7. Ethical Standards

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

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

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

ANNEX A GENERAL TERMS AND CONDITIONS

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 Combatting 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 Combatting Fraud and Corruption.

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

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

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

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

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

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

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

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

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

8. Full Cooperation with Audits And Investigations

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

9. Privileges and Immunities; Settlement of Disputes

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

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

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

10. Notices

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

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

ANNEX A
GENERAL TERMS AND CONDITIONS

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

11. Other Provisions

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

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

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

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

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

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

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

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

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

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

Instructions to Bidders

راهنمای خریداران

DATA SHEET for RFQ/ITB

صفحه معلومات آر ایف بی

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders in the Official Bid Documents.

معلومات ذیل مضمون شرایط اسناد داوطلبی در مورد ارائه خدمات به اداره یونیسف میباشد.

No.	Cross Reference to Bid Document	Data	Specific Instructions / Requirements
شماره	ماخذ متقابل داوطلبی	معلومات	راهنمود/شرایط مشخص
1		Language of the Bid ارائه اسناد داوطلبی	English انگلیسی
2	C 2.1 (a)	Currency of the Bid واحد پولی داوطلبی	Afghani افغانی
3	C. 1.2 Special notes	Pre-bid Meeting جلسه قبل از داوطلبی	Refer to the relevant P/C for the date, time and contact details for the coordinator of the pre-bid meeting. به منظور تفصیل به منظور تفصیل در مورد تاریخ، وقت و تفصیلات تماس هماهنگ کننده جلسه قبل از داوطلبی به صفحه/ماده مربوطه مراجعه کنید.
4	C: 2.2	Payment period مدت تادیه پول	UNICEF standard payment terms are net 30 days after receipt of COMPLETE PAYMENT DOCUMENTATION as specified in the Purchase Order. Any other discount must be clearly stated in the bid. مدت استاندارد تادیه پول اداره یونیسف بعد از انتقال اجناس و ارائه خدمات مدت 30 روز میباشد. در صورت تقیل مدت زمان تادیه پول با ارائه تخفیف در قیمت اجناس به اسناد داوطلبی مراجعه شود.
5	C: 10.1	Liquidated Damages جرمان خسارات/ جریمه	Will be imposed only in the case of late delivery or non-compliance to the specifications of the Purchase Order. Percentage of contract price per day of delay: 0.5% penalty from total price for each day of delay up to a maximum penalty of: 10% صرف در صورت تحویلی نارت، یا در عدم تطابق فرمایش با مشخصات قابل تطبیق می باشد. فیصدی فی روز تأخیر در انتقال قرارداد: در عرض هر روز تأخیر از نرخ تمام قرارداد ۰.۵٪ جریمه و به طور اعظمی تا ۱۰٪ جریمه وضع خواهد شد.
6	C: 12.4	Mode of Submission نوعیت تسلیمی	SEALED BIDS submitted in hard copy must clearly mark the below address; "UNICEF Afghanistan Country Office, UNOCA Compound, Paktia Kote, District 9th, Jalalabad Road, Kabul City, Afghanistan, Post Pox # 54 اسناد مهر شده داوطلبی باید بطور چاپی تسلیم شوند که آدرس ذیل در آن بطور واضح تحریر گردیده باشد: دفتر مرکزی یونیسف افغانستان، مقر یونوکا، پکتیا کوت، ناحیه ۹، سرک جلال آباد، کابل افغانستان، شماره پوست بکس: ۵۴
8	Page (1) cover page	Required Documents that must be Submitted along with ITB/RFP اسناد لازم که باید همراه با ITB/RFP تسلیم شوند	Refer to page (1) for the list of documents that must be submitted as supporting documents برای لیست اسناد د به صفحه (1) اسناد داوطلبی مراجعه کنید.
9	C: 15.2	Contract Award اعطای قرارداد	UNICEF reserves the right to make multiple arrangements for any item(s) 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. یونیسف برای هر جنس حق انتخاب جداگانه خویش را محفوظ می داند، جاتی که به نظر یونیسف داوطلب که پائینترین نرخ داده است نتواند که تمام شرایط داوطلبی را پوره کند و یا به مفاد یونیسف باشد که این کار را کند. تحت این شرط تنظیمات به اساس نرخ کمترین، نرخ دوم و سوم کمتر و غیره که تمام شرایط را پوره کند.
10	C: 2.3	Taxation مالیه	UNICEF is exempt from all direct taxes, and customs duties and charges of a similar nature. All suppliers however, are NOT exempt from any taxes and are expected to be registered and fully compliant with tax legislation. یونیسف از هر نوع مالیه مستقیم و محصول گمرکی و چنین مصارف معاف می باشد. ولی تمام تهیه کننده گان از هیچ نوع مالیه معاف نبوده و هر نوع مالیه باید ثبت و طبق قانون مالیات پرداخته شود.

Note:

C stands for clause/s in bid document

در اسناد داوطلبی به ماده/فتره اطلاق می شود

In the case of a conflict between the Instruction to Bidders and the Bid Documents, the provisions in the Bid Documents shall prevail.

اگر کدام تنازعه بوجود می آید رهنمود داوطلب و اسناد داوطلبی، مقررات اسناد داوطلبی مد نظر گرفته می شوند.

S.No	DESCRIPTION	Name in Dari	Toyota Land Cruiser 70 Series (Armored) 2008 Model (Estimated Unit Price (AFN))	Toyota Land Cruiser 76 Series (Armored) 2013 Model (Estimated Unit Price (AFN))	Toyota Land Cruiser 100 Series (Armored) Model 2004 & 2006 (Estimated Unit Price (AFN))	Toyota Land Cruiser 200 Series (Armored) Model 2009 & 2010 (Estimated Unit Price (AFN))	Toyota Land Cruiser 200 Series (Armored) Model 2015-2017 (Estimated Unit Price (AFN))
1	Air filter	فلتر هوا					
2	Air filter cover	کور فلتر هوا					
3	Injection pump	دیزل پمپ					
4	Fuel pump flut	توله دیزل پمپ					
5	Injector with body	بادی فارسنگ					
6	Injector	فارسنگ					
7	Fuel pump body	بادی دیزل پمپ					
8	Atomic Battery	بطری خشک اټومي					
9	Fuse box	فوس بکس					
10	Switch board	سویچ بورډ					
11	Fuel filter	فلتر دیزل					
12	Oil filter	فلتر میلاول					
13	Fuel filter secondary	فلتر دیزل ابتدایي					

14	Injection pump fuel liner	کون و فایبر					
15	Plunger assy	فلنجر					
16	Free hub	قیری لاک					
17	Door moulding liner	چیراس دروازہ					
18	Shock absorber	خمین					
19	Tensioner assy	کھک پار					
20	Seat belt	کمر بند سیٹ					
21	Water separator filter	سرکلوشن					
22	Wheel cap	ارویل کپ					
23	Tier	تائر					
24	Injector nozzle	نوک فاریسنگ					
25	Delivery valve	وال دیول وپ					
26	Fan	پکھ					
27	Clutch plate	کلچ					
28	Disc pressure	دیسکس					
29	Grill	جالی پیشروی					
30	Head light	جراغ فول					
31	Fan Belt	فین بولٹ					
32	Mirror	شیشہ عقب نما					
33	Lamp	جراغ عقب					

34	Mirror Interior	شیشه عقب نما داخلی					
35	Suspension arm	راد کمک حصه					
36	Brake pad	لیدر برک					
37	Shoe kit	شیش برک پایه عقب					
38	Rod sub assy	راد کمک بار					
39	Signal lamp	چراغ اشار پیشروی					
40	Bolt	بولت پایه					
41	Nut	نت پایه					
42	Flash light	فلش لایت					
43	Bumper light	چراغ پیچر					
44	Cylinder brake	ماستر سلفر برک					
45	Fog lamp	چراغ دیم					
46	Leaf spring bush	برش کمانی					
47	Stabilizer bush	برش مشکی					
48	Stabilizer link bush	برش کمک چپین					
49	Propeller shaft	نیورسل					
50	Tie rod end	تیرات					
51	Thermostat	ترموستات					
52	Knuckle oil seal	سیل و اشل نیدی					
53	Bonnet Shocks	چپین بانگ					

~

~

54	Spider kit	چار شاخه نیورسل					
55	Indicator handle	دنده اشاره					
56	Fuel gauge	گیج تانکی					
57	Emblem	مارکہ					
58	Head light bulb	گروپ چراغ فول					
58	Head gasket	گاسکیت ہیڈ					
59	Hub oil seal	سیل و ایشل اہب					
60	Lens Body	اشارہ بال					
61	Oil seal	سیل و ایشل					
62	Muffler support	سیل و ایشل سلنڈر					
63	Seat Cable	کیبل چوکی					
64	Connecting rod	کوئیونکنگ راد					
65	Engine mounting	گوٹکہ انجن					
66	Body mounting	گوٹکہ بادی					
67	Stabilizer rod	کمک چین					
68	Clutch master cylinder (Up)	کلچ ماسٹر سلنڈر (بالا)					
69	Brake booster	دبہ برک					
70	Fuel Heater	گرم کن					
71	Timing belt	تایمنگ بلٹ					
72	A/C Belt	فین بولٹ ایر کنڈیشن					

73	Fan & Shroud	شیل لیٹر					
74	Hose Radiator	بلیب لیٹر					
75	Wiper blade	پل برف پاک					
76	Suspension arm bush	گرتکه مندل					
77	Gear Box	گیربکس					
78	Gear box mounting	گرتکه گیربکس					
79	front Bumper	پینر پیشروی					
80	Condenser cooler	جالی ایر کولیشن					
81	Front Drum	تاره برک پیشروی (درم)					
82	Injection pump filter	فلتر دیزل پمپ					
83	Radiator	لیلیٹر					
84	A/C Radiator	لیلیٹر ایر کولیشن					
85	A/C Fan	پکه ایر کولیشن					
86	Radiator external water tank	نخیر آب لیلیٹر					
87	Ball Joint	گرتکه تخت					
88	Pitman arm	کرنک					
89	Axle boot	موزه اکسل					
90	Pulley nut	نت پولی					
91	Rear Drum	درم عقب					
92	A/C dryer	فلتر ایر کولیشن					

93	Crank shaft bearing	بیرینگ کرانک‌شافت					
94	Ring set	رینگ					
95	Rear Axle	اکسل عقب					
96	Leaf spring	کمانی					
97	Starter	سلف					
98	Alternator	دینامو					
99	Wiper arm	دنده بل برف پاک					
100	Switch	سوئچ					
101	Piston	پستون					
102	Oil Pump Filter	جالی ایل پمپ					
103	Oil pump	ایل پمپ					
104	Turbo	توربو					
105	Oil cooler	کولر فلتر میلائیل					
106	U Bolt	رکاب کمانی					
107	A/C Compressor	کمپرسور آر کولیشن					
108	Fan clutch	کلیچ یکمه					
109	Exhaust cushion	گرتکه سلفس					
110	Tire Nozzle	نازل تایر					
111	Wheel cap top up	کپ پایه					
112	Steering damper	تورات جبین					

113	Rear Diff	کرومیل عقب					
114	A/C Housing system	سیستم پمپ های آرکدیشن					
115	Windshield screen	شیشه پیشروی					
116	Fender	بال					
117	Antenna	آنتن رادیو					
118	Hub assy	آهب					
119	Door handle	دستگیر دروازه					
120	Dash unit	آمپر بکسه					
121	Spring hollow	گرتکه داخل اسپرینگ					
122	Hood	بات					
123	Doors	دروازه					
124	Compartment	کابین					
125	Motor blower	پکه هوا					
126	Steering power pump	پاور اشتیرینگ					
127	complete Front hose	حصه مکمل پیشروی					
128	complete Rear hose	حصه مکمل عقب					
129	Fuel filter Pump	کانچه فیلتر					
130	Crankshaft pulley	پولی کرکشافت					
131	Brake booster	دبه برک					
132	Brake Master cylinder	برک ماستر سلندر					

133	Clutch master cylinder(down)	کلیچ ماستر سلندر) پایان						
134	Spindle	اسپیندل						
135	Clutch Bering	دخال بیرنگ						
136	Fuse & mine	فیس و مین						
137	Glass Cylinder	گیلاس سلندر						
138	Complete Engine	ماشین مکمل						
139	Engine Control	انجن کنترول						
140	Diff Lock	دف لاک						
141	Front Diff	کرومیل پیشروی						
142	Front Axle	اکمل پیشروی						
143	Tappet	ٹیپت						
144	Tappet Cover	ٹیپت کور						
145	Center Bolt	سنتر بولت						
146	Front Axle Ball Bearing	بوربرینک کلاگی						
147	1 st Gear Bearing	گراری گیر اول						
148	2 nd Gear Bearing	گراری گیر دوم						
149	3 rd Gear Bearing	گراری گیر سوم						
150	4 th Gear Bearing	گراری گیر چهارم						
151	5 th Gear Bearing	گراری گیر پنجم						
152	Rear gear Bearing	گراری گیر ریورس						

153	supporting gear box Shaft	شافت کمک					
154	Body lock	قفلک بدلی					
155	Mud Guard	خاک گیر					
156	Frame pushes	برش فرم					
157	Rear Seat	سیت عقب					
158	Front seat RH	سیت پیشروی دست راست					
159	Front seat LH	سیت پیشروی دست چپ					
160	Helping Propeller shaft	نورسل کمک					
161	Horn	هارن					
162	Diff bearing	بیرنگ کرومیل					
163	Oil seal Gear box front side	سیل و ایشل پوز همگی گیربکس					
164	Oil seal Gear box Back side	سیل و ایشل عقبی گیربکس					
165	Diff Oil seal	سیل و ایشل کرومیل					
166	Gear box Fluid	سیال (فی لیتر)					
167	Engine oil	میلاویل (فی لیتر)					
168	Grease	گریس (فی قطبی)					
169	Hydraulic	هایدرولیک (فی لیتر)					
170	Brake Fluid	ویکم (فی لیتر)					
171	Anti-Freeze Per Liter	انتی فریز (فی لیتر)					
172	Rear Light set	چراغ عقب، مکمل					

173	Chamber Steering	چمبر اسټیرنگ					
174	Power Steering Propeller shaft	پاور سټیرنگ گریډرکس اسټیرنگ					
175	Gear Box Steering	گریډرکس اسټیرنگ					
176	Oil cooler	سرد کننده					
177	Fuse board	تخت قورس					
178	Battery wire	ټرمینل بطری					
179	Tank rod	راد مکمل ټانکی					
180	Bonnet Rod	راد مکمل بانټ					
181	brake rod	راد مکمل برک					
182	Wiper arm	دنده برف پاک					
183	Wiper motor	موتور برف پاک					
184	Windshield cleaner water pump	موتور آب پراټکی شیشه					
185	Windshield screen channel	چینل شیشه					
186	Fender shield	شیل زیر بال					
187	Armored windshield	شیشه یی پیټروزی					
189	Armored Door Glass	شیشه یی دروازه					
190	Labor Charges Per Hour	روز مزد فی ساعت					

Note:

The quote shall only be submitted in the above format and in Afghani only as no other currencies are acceptable.

SUPPLIER PROFILE FORM

All pages to be completed by Supplier and submitted to UNICEF.

It should be understood that falsified or misleading information could result in disqualification of the company as a registered potential supplier for UNICEF

Requested information is for UNICEF's internal use only and will be treated as confidential.

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

UNICEF reserves the right to terminate any contract unconditionally and without liability in the event that the supplier is discovered to be in non-compliance with the national labour laws and regulations with respect to child employment.

The supplier guarantees that neither the supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the supplier's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines (taken in its broader definition). The supplier recognises that a breach of this provision will entitle UNICEF to terminate its contract with the supplier.

I, representing the Company, acknowledge and ensure the Company's compliance with the above statements:

Name and Title: _____

Signature: _____

Date: _____

Company name: _____

(Please TYPE or PRINT)(attach additional pages if space in columns is not enough - but information must be provided in the following sequence for all columns) :

General Information (if available please provide all documentation with English translation)

1 Name of Company :

1.1 Full address: _____

Street _____

Postal code _____ City: _____

State/County/Region _____

Country _____

P.O.Box _____ City: _____ Postal code: _____

1.2 Tel (incl. country code): _____

1.3 Fax/Telex (incl. country code): _____

1.4 Email address: _____

1.5 Website: _____

1.6 Contact person authorised to deal on your behalf:

Name Title Email address Direct Telephone number

1.7 Year established: _____ **1.8 No. of full-time employees :** _____

1.9 Legal registration of the company – Please provide documentation of legal registration.

1.10 Name change -- Please provide documentation of name change, if applicable.

1.11 Type of organization (one X only)

State Enterprise: Private Company: Other (Please specify):

1.12 Activity category, mark X where applicable percentage business to annual sales

Manufacturer: -----

Consultant: -----

Trading company: -----

Forwarder: -----

Authorised agent: -----

Other (please specify): -----

Total of the above 100 %

1.13 If Agent/Trading House, do you hold sole/exclusive rights/license? Y / N

(If yes please state name and address of Principals and attach documentation):

1.14 If USA-based dealer, are you a "GSA" dealer? Y / N (If Yes, please attach certificate)

1.15 Number of years with export sales: _____

2 Parent Company (if applicable) : _____

2.1 Address : _____

2.2 Legal relationship of the parent company to the company

2.3. Year established: _____ 2.4. No. of full-time employees : _____

2.5 Website: _____

Financial Information

3. Audited Financial Statements or Annual Report:

Financial statements are to be submitted if your company is to either:

- a) Do business with UNICEF to exceed _____ annually, or
- b) Would like to be considered for an LTA (long-term arrangement) award(s).

Alternatively, if there is a website, with the information, this can be stated:

The statements are to include - balance sheet, income statements and notes thereto, with **English** translation.

The financial statements should be for the company itself, as well as the parent company, if applicable.

3.1 Authorised to discuss financial issues:

Name Title Email address Telephone number

Activities

4. Previous export contracts (during the last 2 years) with United Nations/International, Governmental or Non-Governmental Organizations/Private Companies, for below products/services:

(provide references):

Contract: Date Value Product Destination Organization Name/address.

ref. no.

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

United Nations Children's Fund
Afghanistan Country Office
PO Box 54
Jalalabad Road
Kabul, Afghanistan

4.1 What percentage of the company's annual sales are for export markets
_____ ?

4.2 Products/services offered:

Please tick off the material group your product/products fall under. To get a detailed listing of specific products within the groups, visit the UNICEF Internet site).

4.3 Storage/warehousing capacity (In square meters if applicable): _____

4.4 Size of production plant(s) (In square meters if applicable): _____

4.5 Local representation: (Please attach list of countries where your local representative will provide warranty services on products/services purchased from you - provide complete addresses (of your subsidiaries/agents)

Other Information

5. Approved Standards (ISO, FDA, GMP, etc):

(Certificates of approval to be attached)

5.1 Does your company have a statement on quality policy?
(Circle as applicable) Y / N if yes, kindly attach a copy.

United Nations Children's Fund
Afghanistan Country Office
PO Box 54
Jalalabad Road
Kabul, Afghanistan

Telephone: +93 (0)790 50 7000
Facsimile: +870 764 042 530
www.unicef.org

5.2 Which of the following does your company implement: (circle as applicable)

Raw material control Y / N Sub-component control Y / N

Process control Y / N Final/pre-delivery control Y / N

5.3 Authorised contact person regarding Quality control:

Name: _____

Title: _____

Telephone: _____

Email: _____

5.4 Membership of National / International Associations?

(Circle as applicable) Y / N (if yes, please enclose list of names)

5.5 Does your company have social accountability policy?

(circle as applicable) Y / N (if yes, please provide copy of relevant document)

5.6 Does your company have a documented environmental policy?

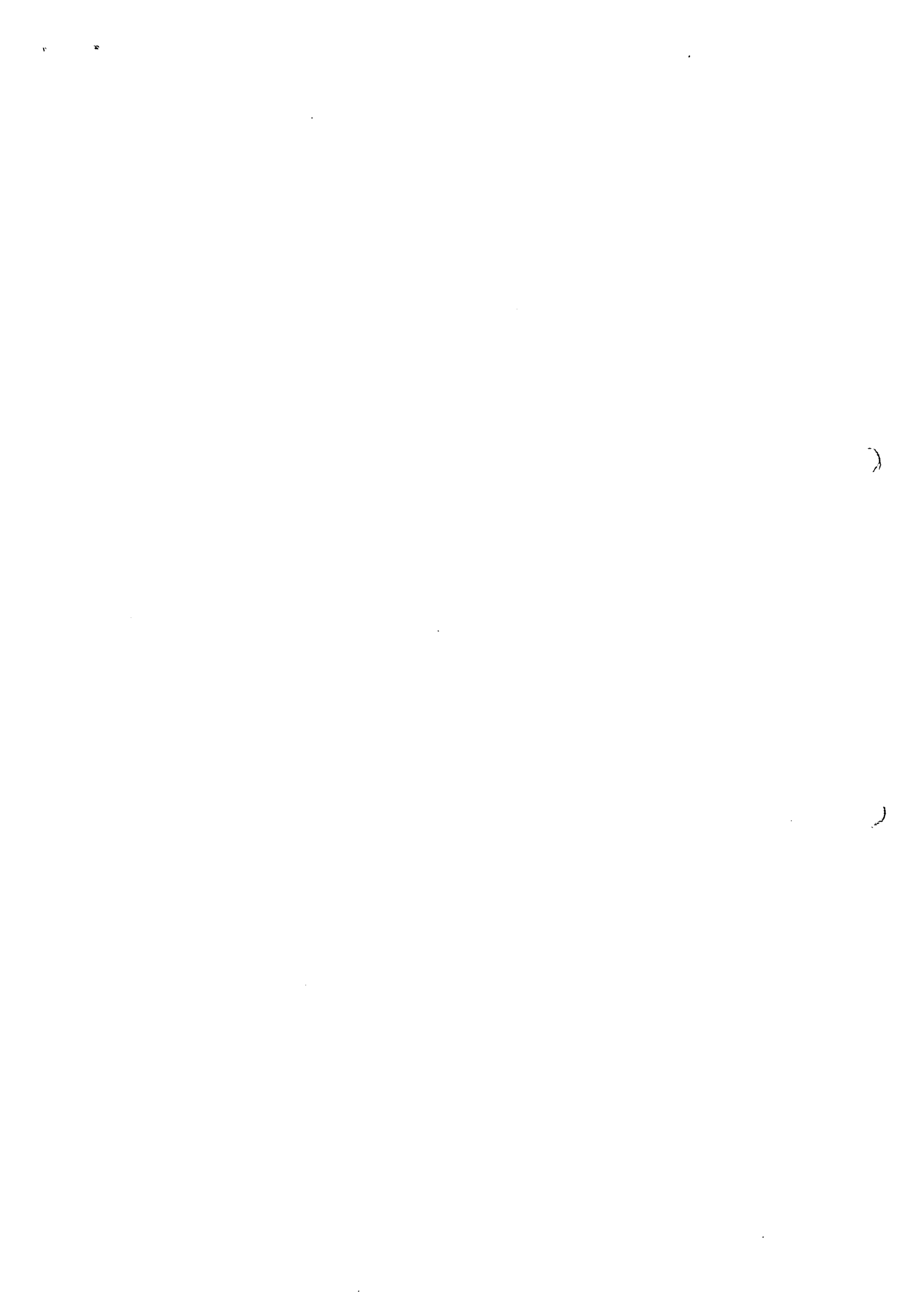
(circle as applicable) Y / N (if yes, please attach a copy of relevant document)

I hereby certify that the information provided above and in all the annexures is correct and that no person in any connection with this establishment, as a supplier for providing material, supplies or services, or as a principal or employee, is employed by UNICEF, or barred by UNICEF.

I also understand that falsified or misleading information could result in disqualification of the company as a registered potential vendor for UNICEF.

Name: _____ Date: _____

Title: _____ Signature: _____



UNICEF Supplier / Contractor Profile Form Annex A: Previous Contracts

(Please attach a copy of the Contract and Completion Certificate of the Project - three highest in contract value - completed by your company.)

Starting (Month / Year)	Completed (Month / Year)	Project Title / Kind of Supplies / Services	Total Value (USD \$)	Client	Contact Copy Attached	Completion Certificate Copy Attached
1					Yes / No	Yes / No
2					Yes / No	Yes / No
3					Yes / No	Yes / No
4					Yes / No	Yes / No
5					Yes / No	Yes / No
6					Yes / No	Yes / No
7					Yes / No	Yes / No
8					Yes / No	Yes / No
9					Yes / No	Yes / No
10					Yes / No	Yes / No
11					Yes / No	Yes / No
12					Yes / No	Yes / No
13					Yes / No	Yes / No
14					Yes / No	Yes / No
15					Yes / No	Yes / No

Company Name: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Company Stamp: _____

7

2

UNICEF Supplier / Contractor Profile Form Annex B: Staff

	Name	Title	Experience (Years)	Working with Company Since: (Month/Year)	Qualification / Skill	Full Time / Consultant / Part-Time / Others
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

- Title Example: Director, Manager, Administrator, Lawyer, Accountant, Civil Engineer, Electrical Engineer, Mechanical Engineer, Computer Programmer, Computer Operator, Office Clerk, Site Supervisor, Storekeeper, Secretary, Receptionist, Driver, Guard etc.
 - Please add page(s), if number of staff exceeds 15.

Company Name: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Company Stamp: _____



UNICEF Supplier / Contractor Profile Form Annex C: Property / Asset

I. Real Estate

	Type of Property / Asset	Year Built	Own / Rent	Ownership document available (if yes, attach a copy)	Location (Governorate)
1			Own / Rent	Yes / No	
2			Own / Rent	Yes / No	
3			Own / Rent	Yes / No	
4			Own / Rent	Yes / No	
5			Own / Rent	Yes / No	
6			Own / Rent	Yes / No	
7			Own / Rent	Yes / No	
8			Own / Rent	Yes / No	
9			Own / Rent	Yes / No	
10			Own / Rent	Yes / No	

-Type of Property/Asset Example: Office Building, Branch, Warehouse, Factory (specify, e.g. block factory), Workshop (specify, e.g. carpentry, blacksmith), Shop (specify, e.g. bookshop) etc.

II. Equipment

	Description (Type / Make / Model)	Year Built	Own / Rent	Ownership document available (if yes, attach a copy)	Registration No.
1			Own / Rent	Yes / No	
2			Own / Rent	Yes / No	
3			Own / Rent	Yes / No	
4			Own / Rent	Yes / No	
5			Own / Rent	Yes / No	
6			Own / Rent	Yes / No	
7			Own / Rent	Yes / No	
8			Own / Rent	Yes / No	
9			Own / Rent	Yes / No	
10			Own / Rent	Yes / No	

-Type of Equipment Example: Tipper Truck, Cargo (flatbed) Truck, Tanker Truck (specify capacity and Fuel or Water), Light Vehicle (e.g. 4WD), Cement Mixer, Grader, Compactor, Bulldozer, Shovel Car, Excavator, Crane (specify capacity), Forklift (specify the capacity), Drilling Rig, Compressor, Tractor, Dumper, Generator (specify KVA) etc.

Company Name: _____ Signature: _____

Name: _____ Date: _____

Title: _____ Company Stamp: _____

)

)