

# INVITATION TO BID (ITB)

ITB 08-2014

19 November 2014

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

**Wishes to purchase ICT Equipment for primary school in flood-affected area. The specification is given at the pages 3 to 7 – option A with 30 Thin-Clients and option B with 15 thin-clients.**

SEALED offers should be sent to:

UNICEF  
Svetozara Markovica 58  
11000 Belgrade

Mark with: DO NOT OPEN: ITB 08-2014

### **IMPORTANT - ESSENTIAL INFORMATION**

**Bid form** must be used when replying to this invitation.

Offers must be received by latest on **4 December 2014**. Bids received after the stipulated date and time will be invalidated.

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

THIS INVITATION TO BID HAS BEEN:

Prepared by:



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**Natasa Markovic**  
E-mail: [nmarkovic@unicef.org](mailto:nmarkovic@unicef.org)  
Telephone: 011/3602-137  
Telefax: 011/3602-199  
Verified by:



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**Milan Popovic, Operations Manager**

ITB 08-2014

## **BID FORM**

**BID FORM** must be completed, signed and returned to UNICEF.

Bid must be made in accordance with the instructions contained in this INVITATION.

### **TERMS AND CONDITIONS OF CONTRACT**

Any Purchase Order resulting from this INVITATION shall contain UNICEF's General Terms and Conditions and any other specific Terms and Condition detailed in this INVITATION.

### **INFORMATION**

Any request for information regarding this INVITATION must be forwarded by fax or e-mail to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION number ITB 08-2014 set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel/Cell Nos: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

Currency of Offer: \_\_\_\_\_

Please indicate after having read UNICEF Terms of Payment stated in the document, which of the following terms are offered by you.

10 days 3.0%\_\_\_\_\_ 15 days 2.5%\_\_\_\_\_ 20 days 2.0%\_\_\_\_\_ 30 days net\_\_\_\_\_

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

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## ICT Equipment for Primary School classroom – technical specification

Option A - 30 thin-clients					
#	Item required technical specification	Warranty	Pc s.	Price per unit RSD	Price Total RSD VAT excluded
1	<b>Thin Client Technical specification (All-in-One model form-factor)</b>		30		
	CPU: 1,0 GHz, 2 Cores Operating system: Windows Embedded Standard 7 (WES7) – Windows Certified preferably, or Vendor built-in GPU: Integrated HD graphics Storage/Flash memory: 4 GB minimum System Memory: 512 GB minimum USB: 4 port minimum Ethernet: 10/100/1000 Gigabit Ethernet Screen Size: min. 18.5" – max. 24" LED Display Connectivity: D-Sub 1, DVI 1, LAN RJ45 <b>Audio: speakers/headphones out, mic in, D-Sub</b> Input devices: Standard keyboard and 2-button optical scroll mouse included (USB or PS/2) Client Software Virtual support: Microsoft RDP/RFX, Citrix ICA HDX, VMWare PCoIP/RDP Power: 100 - 240 V (50 / 60 Hz) and/or PoE <b>Headphones with mic (for each thin-client)</b>				
2	<b>Main Server</b>		1		
	CPU: Two (2) CPU Xeon E5-2640, 6-Core, 2.50GHz, 15MB, 95W <b>RAM: 96GB RAM</b> <b>STORAGE:</b> 2x 300 GB SAS 10K 2.5 DP Hot-Swap Hard Drive for Operating system 6x 600 GB SAS 10K 2.5 DP Hot-Swap Hard Drive for Virtual machines (to be setup in RAID5) Smart Array 1GB Controller Network: Gigabit 4 ports HP Slim Sata DVD-ROM Hot plug AC redundant power supply module Monitor 17", keyboard, mouse  <b>Server operating system</b> Microsoft Windows Server 2012 R2, with additional licenses for VDI thin clients, depending of vendor				
3	<b>Server Smart UPS 2200VA</b>		1		
	1980 Watts /2200 VA, Input 230V /Output 230V, Interface Port Smart Slot for management , Multi-function LCD status and control console with software, Documentation CD, Smart UPS signalling RS-232 cable, USB cable				
4	<b>Network switch</b>		1		
	Layer 2 Standalone <b>48</b> 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, LAN Base feature set				

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Option A - 30 thin-clients					
#	Item required technical specification	Warranty	Pc s.	Price per unit RSD	Price Total RSD VAT excluded
4.1	<b>OPTIONAL: PoE network switch to support 30 Thin-clients with PoE power</b>		1		
	Layer 2 Standalone <b>48 PoE</b> 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, LAN Base feature set				
5	<b>LAN cabling (PRICE PER METER with pre-calculated ports and plastic channels)</b>		1m		
	Category 6 UTP (unshielded twisted pairs), 10/100/1000 Base-TX				
6	<b>Central Management Control Software for thin-clients, with basic training included</b>		1		
	Administrative and remote management solution for thin-clients, supporting Windows Embedded, for maintenance, imaging, monitoring and overall management of thin clients				
7	<b>A/V equipment – Digital Projector with Wi-Fi and LAN support</b>		1		
	<p>Projection System: DLP; Native Resolution: XGA (1024x768); Brightness: 3500AL; Contrast Ratio: 13000:1; Display Color: 1.07 Billion Colors; Lens: F2.59-2.87 f=16.88-21.88 mm; Aspect Ratio: Native 4:3 (5 aspect ratio selectable); Throw Ratio: 1.51~1.97(65"@2m); Image Size (Diagonal): 37.5"-300"; Zoom Ratio: 1.3:1; Lamp Type: 240W ; Lamp (Normal/Economic Mode/SmartEco Mode): 3500/5000/6500 hours; Keystone Adjustment: 2D, Vertical +/- 30 degrees, Horizontal +/- 25 degrees, under 3D timing only Vertical +/- 30 degrees; Resolution Support: VGA(640 x 480) to UXGA(1600 x 1200); Horizontal Frequency: 15K~102KHz; Vertical Scan Rate: 23~120Hz</p> <p>Interface: Computer in (D-sub 15pin) x 2(Share with component), Monitor out (D-sub 15pin) x 1, HDMI/MHL x 1(Share with MHL 1.2), Composite Video in (RCA) x 1, S-Video in (Mini DIN 4pin) x 1, Audio in (Mini Jack) x 1, Audio L/R in (RCA) x 1, Audio out (Mini Jack) x 1, Speaker 10W x 1, USB (Type A) x 1 (USB Reader &amp; Wireless Display), USB (Type mini B) x 1 (Download &amp; UBS display), RS232 (DB-9pin) x 1, RJ45 x 1, IR Receiver x2 (Front+Top)</p> <p>HDTV Compatibility: 480i, 480p, 576i, 576p, 720p, 1080i, 1080p; Video Compatibility: NTSC, PAL, SECAM; 3D Support and Compatibility : Frame Sequential: Up to 60Hz 720p, Frame Packing: Up to 24Hz 1080p, Side by Side: Up to 60Hz 1080i, Top Bottom: Up to 24Hz 1080p</p> <p>Power Supply: AC100 to 240 V, 50 to 60 Hz</p> <p>Accessories: Carry Bag, Remote Control w/ Battery, Power Cord, User Manual CD, Quick Start Guide, Warranty Card (by region), VGA(D-sub 15pin) Cable, <b>Spare Lamp Kit</b></p>				
<b>Option A - TOTAL PRICE</b>					

Option B - 15 thin-clients					
#	Item required technical specification	Warranty	Pcs.	Price per unit RSD	Price Total RSD VAT excluded
1	<b>Thin Client Technical specification (All-in-One model form-factor)</b>		15		
	CPU: 1,0 GHz, 2 Cores Operating system: Windows Embedded Standard 7 (WES7) – Windows Certified preferably, or Vendor built-in GPU: Integrated HD graphics Storage/Flash memory: 4 GB minimum System Memory: 512 GB minimum USB: 4 port minimum Ethernet: 10/100/1000 Gigabit Ethernet Screen Size: min. 18.5" – max. 24" LED Display Connectivity: D-Sub 1, DVI 1, LAN RJ45 <b>Audio: speakers/headphones out, mic in, D-Sub</b> Input devices: Standard keyboard and 2-button optical scroll mouse included (USB or PS/2) Client Software Virtual support: Microsoft RDP/RFX, Citrix ICA HDX, VMWare PCoIP/RDP Power: 100 - 240 V (50 / 60 Hz) and/or PoE <b>Headphones with mic (for each thin-client)</b>				
2	<b>Main Server</b>		1		
	CPU: Two (2) CPU Xeon E5-2640, 6-Core, 2.50GHz, 15MB, 95W RAM: <b>64GB</b> RAM STORAGE: 2x 300 GB SAS 10K 2.5 DP Hot-Swap Hard Drive for Operating system 6x <b>300</b> GB SAS 10K 2.5 DP Hot-Swap Hard Drive for Virtual machines (to be setup in RAID5) Smart Array 1GB Controller Network: Gigabit 4 ports HP Slim Sata DVD-ROM Hot plug AC redundant power supply module Monitor 17", keyboard, mouse <b>Server operating system</b> Microsoft Windows Server 2012 R2, with additional licenses for VDI thin clients, depending of vendor				
3	<b>Server Smart UPS 2200VA</b>		1		
	1980 Watts /2200 VA, Input 230V /Output 230V, Interface Port Smart Slot for management , Multi-function LCD status and control console with software, Documentation CD, Smart UPS signalling RS-232 cable, USB cable				
4	<b>Network switch</b>		1		
	Layer 2 Standalone <b>24</b> 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, LAN Base feature set				

Option B - 15 thin-clients					
#	Item required technical specification	Warranty	Pcs.	Price per unit RSD	Price Total RSD VAT excluded
4.1	<b>OPTIONAL: PoE network switch to support 15 Thin-clients with PoE power</b>		1		
	Layer 2 Standalone <b>24 PoE</b> 10/100/1000 Ethernet ports, with 350W AC power supply 1 RU, LAN Base feature set				
5	<b>LAN cabling (PRICE PER METER with pre-calculated ports and plastic channels)</b>		1m		
	Category 6 UTP (unshielded twisted pairs), 10/100/1000 Base-TX				
6	<b>Central Management Control Software for thin-clients, with basic training included</b>		1		
	Administrative and remote management solution for thin-clients, supporting Windows Embedded, for maintenance, imaging, monitoring and overall management of thin clients				
7	<b>A/V equipment – Digital Projector with Wi-Fi and LAN support</b>		1		
	<p>Projection System: DLP; Native Resolution: XGA (1024x768); Brightness: 3500AL; Contrast Ratio: 13000:1; Display Color: 1.07 Billion Colors; Lens: F2.59-2.87 f=16.88-21.88 mm; Aspect Ratio: Native 4:3 (5 aspect ratio selectable); Throw Ratio: 1.51~1.97(65"@2m); Image Size (Diagonal): 37.5"-300"; Zoom Ratio: 1.3:1; Lamp Type: 240W ; Lamp (Normal/Economic Mode/SmartEco Mode): 3500/5000/6500 hours; Keystone Adjustment: 2D, Vertical +/- 30 degrees, Horizontal +/- 25 degrees, under 3D timing only Vertical +/- 30 degrees; Resolution Support: VGA(640 x 480) to UXGA(1600 x 1200); Horizontal Frequency: 15K~102KHz; Vertical Scan Rate: 23~120Hz</p> <p>Interface: Computer in (D-sub 15pin) x 2(Share with component), Monitor out (D-sub 15pin) x 1, HDMI/MHL x 1(Share with MHL 1.2), Composite Video in (RCA) x 1, S-Video in (Mini DIN 4pin) x 1, Audio in (Mini Jack) x 1, Audio L/R in (RCA) x 1, Audio out (Mini Jack) x 1, Speaker 10W x 1, USB (Type A) x 1 (USB Reader &amp; Wireless Display), USB (Type mini B) x 1 (Download &amp; UBS display), RS232 (DB-9pin) x 1, RJ45 x 1, IR Receiver x2 (Front+Top)</p> <p>HDTV Compatibility: 480i, 480p, 576i, 576p, 720p, 1080i, 1080p; Video Compatibility: NTSC, PAL, SECAM; 3D Support and Compatibility : Frame Sequential: Up to 60Hz 720p, Frame Packing: Up to 24Hz 1080p, Side by Side: Up to 60Hz 1080i, Top Bottom: Up to 24Hz 1080p</p> <p>Power Supply: AC100 to 240 V, 50 to 60 Hz</p> <p>Accessories: Carry Bag, Remote Control w/ Battery, Power Cord, User Manual CD, Quick Start Guide, Warranty Card (by region), VGA(D-sub 15pin) Cable, <b>Spare Lamp Kit</b></p>				
<b>Option B - TOTAL PRICE</b>					

**Remarks:**

- Offer must be given for both options – option A and option B, and should represent most-cost effective solution for required VDI infrastructure
- Thin-Client model should be All-in-One form-type (standard or zero-client)
- In case that offered thin-client have a PoE power supply, the adequate PoE switch must be offered (point 4.1) instead of standard non-PoE switch
- Offer must include all necessary licenses and software from chosen vendor to support VDI infrastructure and thin-clients
- Basic training for use of offered central management client software must be conducted for 1-2 school teachers, after installation
- Price for LAN cabling should be given in price per 1 (one) meter, and must include price for plastic channel and LAN connectors. Final offer for network installation (point 5) must be given upon supplier selection and site visit
- After sale support within country must be provided and warranty condition must me specify for each item

## 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 despatched to arrive at the UNICEF office indicated **NO LATER THAN** the **CLOSING TIME AND DATE**. Bids received in any other manner will be **INVALIDATED**.

1.2 **FAXED BIDS** must be returned to the **ONLY ACCEPTABLE FAX NUMBER** for Bids as indicated on the Page 1 of this Bid Document. Bidders should note that Bids received at any other fax number will be **INVALIDATED**.

1.3 **EMAILED BIDS** must be returned to the **ONLY ACCEPTABLE EMAIL ADDRESS** for Bids as indicated on the Page 1 of this Bid Document. Bidders should note that Bids received at any other email address will be **INVALIDATED**.

1.4 Bids received without the Bid number will be invalidated.

### 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.

### 3. PUBLIC OPENING OF BID

3.1 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.

### 4. REQUEST FOR INFORMATION

4.1 Any request for information regarding the specifications should be forwarded to the Contracting Officer who **PREPARED** the Bid, and **NOT** to the Bid Section.

### 5. ERROR IN BID

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

### 6. CORRECTIONS

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

### 7. MODIFICATION AND WITHDRAWAL

7.1 All changes to a Bid must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Bid, or state the changes from the original Bid.

7.2 Bids may be withdrawn on written or faxed request received

from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

### 8. VALIDITY OF BIDS

8.1 Bids should be valid for a period of not less than 90 days after bid opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their bid, as UNICEF may place additional orders against the lowest acceptable bid if requests for identical equipment are received from our field offices during the bid validity period. UNICEF may also request the validity period to be extended.

### 9. CURRENCY OF BIDS

9.1 Failure to quote in the currency stated in the ITB document will invalidate the bid.

### 10. INCOTERMS

10.1 Failure to quote in accordance with the requested INCOTERMS may result in invalidation of your bid.

### 11. SUPPLIER REGISTRATION AND EVALUATION

11.1 UNICEF is now 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 via the UNGM website at <http://www.ungm.org>. Following this application the UNGM informs the UNICEF Quality Assurance Supplier Evaluation Unit (SEU) automatically and 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.

11.2 Simultaneously with application to UNGM, 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 Quality Assurance Supplier Evaluation Unit, UNICEF Plads, Freeport, DK-2100, Copenhagen, Denmark. 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.

### 12. COUNTRY OF ORIGIN

12.1 Items produced in countries other than that of the Bidder must be indicated, stating the country of origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

### 13. RIGHTS OF UNICEF

13.1 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.

13.2 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.



## **GENERAL TERMS AND CONDITIONS**

### **1. ACKNOWLEDGMENT COPY**

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

### **2. DELIVERY DATE**

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

### **3. PAYMENT TERMS**

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

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

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

### **4. LIMITATION OF EXPENDITURE**

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

### **5. TAX EXEMPTION**

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct

taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF.

Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

### **6. LEGAL STATUS.**

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

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

The Contractor shall be responsible for the professional and technical competence of its

employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

### **8. INDEMNIFICATION**

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

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

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

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

(c) The Contractor shall also provide and thereafter maintain liability insurance in an

adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors 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.

### **10. SOURCE OF INSTRUCTIONS**

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

### **11. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any

person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

#### **12. TITLE TO EQUIPMENT**

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

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

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

#### **14. CONFIDENTIAL NATURE OF DOCUMENTS**

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

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

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

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

extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract,

UNICEF shall have the right to suspend or terminate this Contract on the same terms

and conditions as are provided for in Article 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),

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invasion, revolution, insurrection or other acts of a similar nature or force.

#### **16. TERMINATION**

If the Contractor fails to deliver any or all of the deliverables within the time period(s)

specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become

insolvent, or should the contractor make an assignment for the benefit of its creditors, or

should a Receiver be appointed on account of the insolvency of the contractor, UNICEF

may, without prejudice to any other right or remedy it may have under the terms of these

conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice

to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty

(30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the

Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of

termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor

except for work and services satisfactorily performed in conformity with the express terms of

this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment,

but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by

UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage

if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished

work which has not been delivered and accepted, prior to such termination and any materials

or work-in-process related specifically to this contract. Subject to the deduction of any claim

UNICEF may have arising out of this contract or termination, UNICEF will pay the value of

all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes"

below shall not be deemed a termination of this Contract.

#### **17. SUB-CONTRACTING**

In the event the Contractor requires the services of subcontractors, the Contractor shall

obtain the prior written approval and clearance of UNICEF for all sub-contractors. The

approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its

obligations under this Contract. The terms of any sub-contract shall be subject to and in

conformity with the provisions of this Contract.

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## **18. ASSIGNMENT AND INSOLVENCY**

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

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

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

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

## **20. OFFICIALS NOT TO BENEFIT**

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

## **21. PROHIBITION ON ADVERTISING**

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

## **22. SETTLEMENT OF DISPUTES**

### **Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof.

Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### **Arbitration**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in

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accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **23. PRIVILEGES AND IMMUNITIES**

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

## **24. CHILD LABOUR**

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

spiritual, moral or social development.

## **25. ANTI-PERSONNEL MINES**

UNICEF supports an international ban on the manufacture of anti-personnel mines. Antipersonnel mines have killed and maimed thousands of people, of whom a large proportion

are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes.

UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

## **26. AUTHORITY TO MODIFY**

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

## **27. REPLACEMENT OF PERSONNEL**

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

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in

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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.