

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2022-9177986

16 September 2022

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Renovation Works of UNICEF Armenia Office

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

_____ **Date:** _____
Karine Margaryan

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

Email : kmargaryan@unicef.org

Approved By:

_____ **Date:** _____
Gayane Avanesyan

REQUEST FOR PROPOSAL FOR SERVICES FORM

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

TERMS AND CONDITIONS OF CONTRACT

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

INFORMATION

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

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2022-9177986** 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: _____AMD_____

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

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

Item	Service Description	Quantity	Unit	Unit Price	Price
10	Renovation Works of UNICEF Office Renovation Works of UNICEF Armenia Office	1	PU		

SPECIAL NOTES

UNICEF Armenia wishes to procure Renovation Works of UNICEF Armenia Office. The overall scope of work, main deliverables and timeframe, eligibility criteria and qualification requirements, evaluation process and methods, as well as application procedure, are presented in Annex B: Terms of Reference.

Interested organizations are requested to express their interest to UNICEF Armenia by submitting a Technical Proposal and a Financial Proposal.

The overall score for each of the proposals will be calculated based on a ratio of 50%-50% between the Technical and Financial Proposals. The criteria for the evaluation of Technical Proposals are presented in Annex B: Terms of Reference (6.0. Evaluation Process and Methods). Technical Proposals received will be evaluated against the set evaluation criteria (total 50 points). Only proposals that receive a minimum of 35 points will be considered further.

Technical Proposals should be sent to the following address
ONLY: procurementarmenia@unicef.org.

Financial Proposals should be sent to the following e-mail **ONLY: gavanesyan@unicef.org.**

The complete list of documents to be submitted for both Technical Proposal and Financial Proposal is presented in Annex B: Terms of Reference, Section 5.0. Eligibility and Qualification.

It should be noted that UNICEF Armenia is an international organization with status equal to diplomatic representation, and **0 rate of VAT** must be applied.

The deadline for submission of proposals is **9 October 2022, 23:59**. Proposals received after the stipulated date and time will be invalidated.

Please note that this is a re-announcement, and companies that have submitted a proposal for the initial LRPS, are requested to re-submit their Proposal.

Interested Bidders are invited to a Bidders' Conference at UNICEF Armenia Office in UN House (address: 14 P. Adamyanyan Street, Yerevan) on **23 September 2022, at 11:00** prior confirming their participation by sending an e-mail to procurementarmenia@unicef.org, or calling Karine Margaryan at (+374) 55 257505.

INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

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

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

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

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

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

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

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

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

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

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

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

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

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

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

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

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

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

2. OPENING OF PROPOSALS

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

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

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

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

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

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

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

"Contractor" means the contractor named in the Contract.

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

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

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

"Fee" is defined in Article 3.1.

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

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

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

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

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

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

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under

the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

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

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

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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

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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;

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(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.

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5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's 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

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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 of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

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

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

11. Other Provisions

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

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

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

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

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

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

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

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

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

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

ANNEX B: TERMS OF REFERENCE
for
Renovation Works of UNICEF Armenia Office

1.0 Background

UNICEF Armenia is planning to implement Renovation Works at UNICEF Armenia Office located in UN House.

UNICEF is mandated by the United Nations General Assembly to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. The UNICEF staff and experts/Contractors should act in accordance with the UN Code of Conduct and UNICEF Mission.

2.0 Definition

Renovation of a building refers to the demolition and reconstruction work within the existing building.

The detailed description of the works to be conducted is presented in the Scope of Work and Bill of Quantities.

3.0 Scope of Work

3.1 Objective: The objective of these Terms of Reference is to guide a bidding exercise to identify suitable Contractors to execute the Works described below within the agreed quality, budget and timeline. The general aim of the Project is to extend the useable lifespan of the office space and improve working conditions.

3.2 Nature of works and location: This Project includes renovation of the UNICEF Armenia main office space located in UN House (address: 14 P. Adamyan Street, Yerevan) with the total area of 508 sqm. The detailed Bill of Quantities (BoQ) is presented in Form 14: Bill of Quantities under Annex D. The Design Documents are presented separately as Annex E: Technical Documentation.

3.3 Organization of project into phases: This is a one-off project that is not part of a larger re/construction project.

3.4 General specifications: The Works will be carried out in accordance with the Drawings, Bill of Quantities and Technical Specifications and in accordance with all construction standards applicable in Armenia.

3.5 Site visit: Potential Bidders may visit the site prior submitting their offers to get familiar with site conditions that may affect their Proposals. Potential Bidders are expected to make their own arrangements to visit the site and on their own expenses, with prior agreement with UNICEF Armenia. UNICEF shall accept no excuse or claim whatever from the Selected Contractor for not knowing or being able to properly evaluate the site condition and assess the equipment, local material, local labour, etc. requirements for the Works to be carried out. Questions should be submitted in writing to UNICEF in accordance with instruction provided under the RFP.

3.6 Greening and accessibility: All construction and rehabilitation work implemented directly or indirectly by UNICEF shall be in line with the Organization's commitments towards Accessible Buildings and achieving Climate Neutrality by 2020, as per PROCEDURE/DFAM/2020/001 on Eco-efficiency and Inclusive Access in UNICEF Premises and Operations, CF/EXD/2017-004 on Accessibility in UNICEF's Programme-Relegated Construction, and Decision Memo: UNICEF Climate Neutral Strategy, 26 May 2015.

4.0 Expected Deliverables and Timeframe

4.1 The timely completion of these construction Works is of utmost importance for UNICEF.

4.2 The Intended Substantial Completion Date should be no later than two (2) calendar months from the start date. Upon UNICEF’s acceptance of Works at Substantial Completion, the Certificate of Substantial Completion will be issued.

4.3 The Defects Liability Period is six (6) calendar months counted as from the date of the Certificate of Substantial Completion. Upon UNICEF’s acceptance of Works at Final Completion, the Certificate of Final Completion will be issued, and the Contract will be closed upon issuing of final payment.

4.4 UNICEF will issue partial and final payments upon satisfactory completion of each Deliverable.

4.5 The Potential Bidder may propose additional, or alternative, Deliverables to suit their recommended sequencing of the Works and expected cash flow during execution of the Works. UNICEF will consider the Proposal as part of the technical evaluation.

Table 1. Deliverables and Timeframe

No.	Deliverable	Suggested Payment Distribution	Timeframe
1.	Completion of 1. Demolition Works, and 2. Construction Works	As per actual completion	Within two (2) months
2.	Completion of 3. Ceiling, 4. Electrical Equipment, and 5. Smart Meter	As per actual completion	
3.	Completion of 6. Doors, and 7. Windows	As per actual completion	
4.	Defect Liability Period	5 %	Six (6) months after substantial completion

5.0 Eligibility and Qualification

5.1 The Potential Bidder shall provide all the information and documentation requested in this section with its Proposal. Failure to submit the information below will disqualify the Potential Bidder.

5.2 Documents to be submitted in the Technical Proposal:

- ✓ The Potential Bidder must be a registered construction company in the Republic of Armenia and have no conflict of interest to the Project. Technical Proposals shall include copies of documents defining the constitution or legal status of the company, place of registration, and principal place of business.
- ✓ A statement that the company (including all members of a joint venture and Sub-Contractor) is not associated, nor has been associated in the past, directly or indirectly, with the Project Manager or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as the Project Manage for the Contract.
- ✓ Copy of curriculum vitae (maximum two (2) pages) of key personnel to be involved in the Project, such as Contract/Project Manager, Clerk of Works, Foreman. UNICEF may verbally interview the key personnel before the commencement of the Project.
- ✓ Reports on the financial standing of the Potential Bidder, such as profit and loss statements and auditor’s reports for the past three (3) years.
- ✓ Evidence of adequacy of working capital for the signed Contract (access to line(s) of credit and availability of other financial resources).
- ✓ Proposed Project Implementation Plan of Works showing the proposed implementation methods, quality control strategy, schedule for all the activities in the Works.

5.3 The Potential Bidder must provide sufficient **information** in their Proposal to demonstrate compliance with the requirements defined by UNICEF. The forms listed below contain the eligibility and minimum qualifying criteria that UNICEF will use to evaluate Proposal for the award of Contract.

5.3.1 Information to be submitted in the **Technical Proposal (ANNEX C)**:

- Technical Proposal Submission (Form 1)
- Technical Proposal Letter (Form 2)
- Potential Bidder General Information (Form 3)
- Potential Bidder's Contact Details (Form 4)
- List of Proposed Key Personnel (Form 5)
- List of Machine and Equipment (Form 6)
- Potential Bidder's Financial Information/ Adequacy of Working Capital (Form 7)
- Works in Hand and their Financial Values (Form 8)
- Litigations (Form 9)
- Proposed Project Implementation plan of Works (Form 10)
- Declaration of Absence of Conflict of Interest (Form 11)

5.3.2 Information to be submitted in the **Financial Proposal (ANNEX D)**:

- Financial Proposal Letter (Form 12)
- Summary of Financial Proposal (Form 13)
- Completed Bill of Quantities (Form 14)

5.4 The Proposals prepared by potential contractors and all correspondence and documents relating to the Proposals exchanged by potential contractors and UNICEF shall be written in the English language.

5.5 Errors in the Proposals

- Bidders are expected to examine all instructions and documentation of the RFP. Failure to do so will be at Bidders' own risk. In case of errors in the extension price, the unit price shall govern.
- The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such correction shall be initialed by the person or persons signing the Proposal

6.0 Evaluation Process and Method

6.1 Following closure of the RFP, Technical Proposals will be evaluated by the evaluation team. The evaluation will be restricted to the contents of the Technical Proposals and the reference checks.

6.2 UNICEF will first evaluate the completeness, responsiveness and validity of Proposals in relation to:

- Submission requirements - Technical Proposal and Financial Proposal are submitted separately (see **9.0 Terms of Application**).
- Submission of all documents requested under Section 5.2 and information requested under Section 5.3, ensuring all Forms are duly signed and sealed.
- Conflict of interest¹

6.3 Proposals that fail to comply with the above will be disqualified and will not be given further consideration.

6.4 UNICEF will then evaluate the technical merits of each Technical Proposal using the rating system in Table 2 below.

¹ A bidder has a conflict of interest where they have additional information that other bidders would not have or would be in a position where they would be likely to favour their own commercial interests over the interests of the project. A bidder can have a conflict of interest in implementing a project where they were involved in its preparation e.g. preparing TOR or designs or conducting a feasibility study. They may also have a conflict where they are connected to a vendor who was involved in project preparation i.e. the companies are affiliates. (UNICEF Procedure on Management and Evaluation of Offers, Article 25)

6.5 A maximum of 50 points will be assigned to the Technical Proposals. Technical Proposals receiving 35 points (70%) or higher will be considered technically responsive. Non-technically compliant and non-responsive Proposals will not be given further consideration.

6.6 UNICEF will evaluate the Financial Proposals of those RFPs the bids that pass the technical evaluation. The total number of points allocated for the Financial Proposal is 50 points. The maximum number of points will be allocated to the Proposal with the lowest price. All other Price Proposals shall receive points in inverse proportion to the lowest price.

6.7 The recommendation for the award will be based on the best value for money principle. The Proposal obtaining the highest cumulative score (Technical + Financial) will be recommended for the award.

Table 2. Evaluation Criteria

Criteria	Maximum Points
Technical Evaluation	
Capability (skills, expertise and experience) of the Potential Bidder <ul style="list-style-type: none"> ✓ A list of key personnel proposed for the execution of the Works, including the CVs ✓ Number of years as key personnel and building contractor for similar Works ✓ A list of the Projects of similar nature competed in the past three (3) years with reference ✓ Number of years as a building Works contractor for related Works (proof required) ✓ Experience providing related services to other international organizations ✓ The number and the corresponding value of related assignments undertaken in the country 	20
Capacity (resources and availability) of the Potential Bidder: <ul style="list-style-type: none"> ✓ Provision of Audited Financial Reports for the past three (3) years ✓ A detailed list of equipment (owned or leased). The equipment proposed should be sufficient to achieve the timely completion of the Works. 	10
Proposed Solution (Approach, Schedule, Quality and Time Control plan) <ul style="list-style-type: none"> ✓ Understanding of scope and objectives ✓ Proposed Implementation Plan showing the overall approach to be adopted in the execution of the Works ✓ Detailed quality control plan to be used in the execution of the Works, addressing anticipated risks, handling of materials, workmanship and record keeping on site to track daily progress. ✓ Understanding of, and responsiveness to, UNICEF requirements, social and environmental responsibility 	20
Financial Evaluation	
Price	50
TOTAL MARK (Technical and Financial Scores)	100

7.0 Project Management

7.1 Project Management and Coordination

- UNICEF will oversee the Works and the administration of the Contract, including the certification of payments through an appointed Project Management, or any other competent person, entity

or firm appointed by UNICEF and notified to the Selected Contractor, to act in replacement of the Project Manager.

- UNICEF will supervise and inspect the Works during its execution through its Project Manager, or its representative. The Project Manager, or its representative, will provide instructions and clarify technical queries during the execution of Works in consultation with UNICEF.
- UNICEF, through its Project Manager or its representative, will regularly check the progress of Works and notify the Selected Contractor of any defects that are found. Such checking shall not affect the Selected Contractor's responsibilities.
- If the Selected Contractor has not corrected a defect within the time agreed with UNICEF's Project Manager or its representative, the Selected Contractor will be liable for Liquidated Damages.
- Communications between parties shall be valid only when in writing. Notice shall be valid only when it is delivered.

7.2 Payment Certificates

- The Bill of Quantities is used to calculate the Contract Price for each Deliverable. The Selected Contractor will be paid for each deliverable accepted by UNICEF and following the price to each Deliverable.
- UNICEF will certify acceptance of partial, substantial, and final Works through its Project Management, or its representative. No payments will be processed prior to a written certificate of its satisfactory acceptance. Payments will be issued within a period defined in the Contract and following UNICEF's procedures.

8.0 Payment Instalments

The total cost of the Contract will be paid in five (5) instalments, as below:

- ✓ After completion of 1. Demolition Works and 2. Construction Works (Deliverable 1).
- ✓ After completion of 3. Ceiling and 4. Electrical Equipment, 5. Smart Meter (Deliverable 2)
- ✓ After completion of 6 Doors and 7. Windows (Deliverable 3)
- ✓ After completion of 8. Server room (Deliverable 4)
- ✓ 5% - Defect Liability Period sum to be paid six (6) months after substantial completion of renovation works (Deliverable 5).

9.0 Terms of Application

Interested companies are requested to express their interest to UNICEF in Armenia by submitting a **Technical Proposal** and a **Financial Proposal** no later than **9 October 2022, 23:59**.

FULL proposal consists of the Technical Proposal and the Financial Proposal.

Technical Proposals must be sent to the following e-mail address **ONLY**:

procurementarmenia@unicef.org

Financial Proposals must be sent only to the following e-mail address **ONLY**: gavanesyan@unicef.org

Interested bidders are invited to a Bidders' Conference on **23 September 2022, at 11:00**, at UN House, address: 14 P. Adamyan Street, Yerevan, prior confirming their participation by sending an e-mail to procurementarmenia@unicef.org or calling Karine Margaryan at +374 55257505.

ANNEX C: TECHNICAL PROPOSAL FORMS

The following Annexes and information there within are considered an integral part of this submission and must be provided for the Proposal to be considered. The information should be provided according to the sample format.

Form 1: Technical Proposal Submission

This PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this Request for Proposal.

INFORMATION

Any request for information concerning this invitation, must be forwarded in writing by email or by fax, to the person who prepared this document, with specific reference to the LRPS number.

DECLARATION

The undersigned, having read the Terms of Reference and **LRPS 2022-9177986** set out in the attached document, hereby offers to supply the services specified in Terms of Reference at the price or prices quoted in the Bill of Quantities, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the **LRPS 2022-9177986**.

Name of authorized representative: _____

Title: _____

Signature: _____

Date: _____

Supplier Name: _____

Postal Address: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Validity of Offer (not less than 90 days): _____

Currency of Offer: AMD _____

Form 2: Technical Proposal Letter

Date: _____

To: Gayane Avanesyan, Operations Manager, UNICEF Armenia
14 P. Adamyan Street, Yerevan, Armenia

Dear Madam/Sir,

We, the undersigned, offer to provide **Renovation Works of UNICEF Armenia Office** in accordance with your Request for Proposal LRPS 2022-9177986, dated 16 September 2022 and our Proposal dated

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal submitted to separate e-mail addresses.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Construction Company
Address:

Form 3: Potential Bidder General Information

Potential Bidder General Information		
Description	Information (to be filled by the Potential Bidder)	Remarks
Registration number		
Grade		
Specialty		
Expiry Date		
Legal Status		Provide certified copies of Registration
VAT Registration Nr.		

Form 4: Potential Bidder's Contact Details

Name and Title of Contact Person	_____
Address of Contact Person	_____
Telephone/Cell number of Contact Person	_____
Email of Contact Person	_____

Form 5: Staff Qualification and Experience

Qualifications and experience of key management and technical personnel proposed for this Project. Signed CVs (Max. two (2) pages) of all proposed key staff must accompany the submission, and it should be noted that substitution of staff during Project implementation shall be subject to the approval of UNICEF. (Key Personnel of all sub-Contractors must also be listed along with the name of the sub-Contracting Companies). A detailed organization chart of the company, including the location and staffing of existing offices must also be attached to the offer.

Construction Management Staff		
A. Key Professionals		
Name	Position	Task
B. Support Staff		
Name	Position	Task

Form 6: List of Machine and Equipment

No	List of machine and Equipment	Quantity	Remark (rent, own, year of production, condition)
1			
2			
3			
4			
5			
7			
8			

Form 10: Proposed Project Implementation Plan

The proposed Project Implementation Plan of Works and schedule of activities must be submitted with this Technical Proposal. The work plan and schedule should be prepared in detail to the extent possible and include time allocated to sites- and district-level periodic progress review meetings and preparation of agreed progress reports.

The Potential Bidder may be asked to provide clarification or present the Proposed Plan to UNICEF as part of the Proposal evaluation process. The Selected Contractor will submit the final Project Implementation Plan for UNICEF's approval within three (3) working days after receipt of the Award Notification. The Project Implementation Plan submitted by the Selected Contractor and accepted by UNICEF will be part of the agreement signed with the Selected Contractor. Penalties for delays will be strictly enforced as per the General Terms and Conditions.

The Proposed Implementation plan shall include:

- ✓ implementation methods,
- ✓ quality control strategy,
- ✓ schedule/timeline for all activities in a bar chart format, in line with scheduled Deliverables/Works as per the BOQ, with duration of each activity specified in days
- ✓ analysis of anticipated Project risks, and their approach to mitigate and control such risks,
- ✓ proposed approach to mitigate negative social and environmental impact on local community by the Project, approach to address labor's rights and their health and safety

Form 11: Declaration of Absence of Conflict of Interest

I, the undersigned, hereby declare that the company I am presenting (including all members of a joint venture and Sub-Contractor) is not associated, nor has been associated in the past, directly or indirectly, with the Project Manager or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as the Project Manager for the Contract.

Authorized Signature:
Name and Title of Signatory:
Name of Construction Company
Address:

ANNEX D: FINANCIAL PROPOSAL FORMS

Form 12: Financial Proposal Letter

Date: _____

To: Gayane Avanesyan, Operations Manager, UNICEF Armenia
14 P. Adamyan Street, Yerevan, Armenia

Dear Madam/Sir,

We, the undersigned, offer to provide the **Renovation Works of UNICEF Armenia Office**, as specified in the Annex B: Terms of Reference and Form 14: Bill of Quantities (Annex D) of your Request for Proposal LRPS 2022-9177986 dated 16 September 2022.

Our attached Financial Proposal is for the sum of (..... -
-----amount in figures and words). This amount is inclusive of all taxes payable under the applicable law, but includes **0 VAT**.

Our Financial Proposal shall be binding on us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity of the Proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Name
of Construction CompanyAddress:

Form 13: Financial Proposal (from BOQ)

Complete the BOQ shared in Form 14 and provide the summary below in Table.

No.	Description	Location	Work Type	Total Value AMD, 0 VAT
1	Renovation Works of UNICEF Armenia Office	Yerevan	Renovation	
		Total Value (0 VAT)		

Notes:

- ✓ UNICEF will assume that the Potential Bidder has factored in its offer all causes that may influence the prices.
- ✓ All prices are inclusive of all fees, sub-Contractor fees, documentation reproduction, legal fees, contingencies, and administrative fees, all taxes, or any other fees necessary to the Potential Bidder to achieve the Objective of the LRPS.
- ✓ All amounts should be quoted in AMD.
- ✓ Please note that UNICEF is an international organization with status equal to diplomatic representation, and **0 VAT** must be applied.
- ✓ The Selected Contractor shall be paid only upon UNICEF acceptance of the work or deliverable.
- ✓ All payment will be done through bank transfer.
- ✓ The Potential Bidder may suggest the alternative payment schedule (the manner in which payment requested), with justification of each installment with the Deliverables UNICEF will receive against each installment required.

Form 14: Bill of Quantities (BoQ)
LRPS 2022-9177986

1	2	3	4	5	6	7
	Աշխատանքների անվանումը / Description	Ծանոթություններ / Notes	Չափ.և միավ. / Unit	Պակ. / Quantity	Միավորի գինը / Unit Price	Ընդամենը / Total Price
1	Քանդում / Demolition					
1.1	Գոյություն ունեցող մեկ շերտանի, պատուհանի ապամոնտաժում Dismantling an existing windows with one layer glass		հատ / each	18.00		
1.2	Գոյություն ունեցող ներկի մաքրում/Cleaning existing paint		մ ² / sq.m.	1742		
1.3	Ղռների ապամոնտաժում/Dismantling of doors		հատ / each	16		
1.4	Օդորակիչի ապամոնտաժում/Air conditioner dismantling		հատ / each	3		
1.5	Սենյակների լուսատուների ապամոնտաժում Dismantling of the old lights in the rooms		հատ / each	65		
1.6	Շին աղբի իջեցում 3րդ հարկից բարցում և տեղափոխում 13կմ հեռավորության վրա Removal of construction waste from the 3rd floor loading and transportation (13 km)		կոմպլեկտ set	16		
1.7	Ամենօրյա մաքրման աշխատանքներ վերանորոգման ընթացքում Daily cleaning during renovation		կոմպլեկտ set	1		
	1. Ընդամենը Քանդում / 1. Total Demolition					
2	Շինարարական աշխատանքներ/Construction works					
2.1	Պատերի եւ շեփերի ծեփամանիկում և ներկում երկու շերտ բարձրորակ լատեքսային ոչ փայլուն ներկով RAL 9016, RAL7047 ներկի վրրակը համարժեք Benjamin Moore: Wall putty and painting with two coats of high quality latex non-gloss paint. RAL 9016, RAL7047, paint equivalent to Benjamin Moore.	Պատերի գույները մակերեսներով նայել աշխատանքային նախագծում ,փոփոխություններում / Look at the colors of the walls on the surfaces in the working design, in the stretches	մ ² / sq.m.	1,242.00		
2.2	Պատերի գաջ նոր պատուհանի և դռների կողքերը Plaster the sides of the new windows and doors		մ ² / sq.m.	112.00		
2.3	Մանրահատակի հղկում և լաքապատում Floor timber sanding and covering with		մ ² / sq.m.	500.00		
2.4	Շրիշակների իրականացում / Plinth installation		գծ/մ linear meter	384.00		
2.5	Օդորակիչի մոնտաժում նոր տեղում 4մ հեռավորության վրա/Installation of air conditioner in a new place on a 4 m ridge		հատ / each	3.00		
	2. Ընդամենը Շինարարական աշխատանքներ / 2. Total Construction Works					
3	Առաստաղ / Ceiling					
3.1	Առաստաղի ծեփամանիկում և ներկում երկու շերտ բարձրորակ աքրիլային լատեքս ոչ փայլուն ներկով, ներկի վրրակը համարժեք Benjamin Moore: RAL 9016 Ceiling putty & painting two coats of high quality acrylic latex RAL 9016, paint equivalent to Benjamin Moore.	Գույնը պատրաստել ըստ մակնշի համակարգային սարքավորման օգնությամբ: Օգտագործել արտադրողի կողմից պահանջվող հիմքային բուսկները: Բնապահպանական եւ որակի հավաստագրերը պարտադիր են: Prepare the color according to the brand with the help of computer equipment. Use the essential oils required by the manufacturer. Environmental and quality certificates are required.	մ ² / sq.m.	500.00		
	3. Ընդամենը Առաստաղ / 3. Total Ceiling					
4	Էլ սարքավորումներ / E-equipment					
4.1	Չվանաձև լույս հզորությունը 15-վտ 3000 Կ Highn efficiency LED lighting power 15 W 3000 K, guaranty period - 3 years.		հատ / each	88.00		
4.2	Կախովի լույս 5-վտ 3000 Կ/ High efficiency LED lighting power 15 W 3000 K, guaranty period - 3 years.		հատ / each	4.00		
4.3	Installation of the lightings (only works)		հատ / each	92.00		
4.4	Բաժանման տուփ/Junction box		հատ / each	100.00		
4.5	3 x1.5 մալուխի տեղադրում Installation of 3 x1.5 cable for the new high efficient LED lightings		մ /m	1,850.00		
4.6	3 x2.5 մալուխի տեղադրում Installation of 3 x2.5 cable for the time relay installation and for sockets/switches		մ /m	2,150.00		
4.7	Ժամանակի Ռելե / Time Relay:	Ժամանակի ռելե նախատեսված է տեղադրել ամեն սենյակում բացվածքներից մեկի սենյին Legrand ապրանքանիշին համապատասխան / The time relay is designed to be installed in each room of one of the openings in accordance with the Legrand brand	հատ / each	18.00		
4.8	1 տեղանի վարդակ (հողանցուկով) /Titan/կամ համարժեք տուփերը ներառյալ 1 outlet (with ground) / Titan / or equivalent boxes included		հատ / each	183.00		
4.8.1	2 տեղանի վարդակի ծածկ/Titan/կամ համարժեք Cover for 2 places sockets/ Titan / or equivalent		հատ / each	70.00		
4.9	Անջատիչ 2-ստեղանի, տուփը ներառյալ 2-button switch, box included, Titan		հատ / each	17.00		
4.10	Անջատիչ 1-ստեղանի, տուփը ներառյալ 1-key switch, box included, Titan		հատ / each	9.00		
4.11	Ճկախողովակ 20մմ PVC flexible conduit 20mm		մ /m	800.00		
	4. Ընդամենը Էլ . սարքավորումներ / 4. Total Electrical Equipment					
5	Էլեկտրական վահանի պարունակություն / Smart Meter					
5.1	Միաֆազ ավտոմատ անջատիչ 10A, 4.5KA, C type/ MCB 1ph 10A, 4.5KA, C type		հատ / each	22		

5.2	Միաֆազ ավտոմատ անքատիչ 16A, 4.5KA, C type/MCB 1ph 16A, 4.5KA, C type	հատ / each	43		
5.3	Միաֆազ ավտոմատ անքատիչ 20A, 4.5KA, C type /MCB 1ph 20A, 4.5KA, C type	հատ / each	1		
5.4	Միաֆազ ավտոմատ անքատիչ 25A, 4.5KA, C type /MCB 1ph 25A, 4.5KA, C type	հատ / each	1		
5.5	Միաֆազ ավտոմատ անքատիչ 40A, 6KA, C type/MCB 1ph 40A, 4.5KA, C type	հատ / each	1		
5.6	Եռաֆազ ավտոմատ անքատիչ 160A, 16KA (MCCB)/MCB 3ph 25A, 4.5KA, C type	հատ / each	2		
5.7	Ռոմանի տրանսֆորմատոր 160/5Վ, 5Վ	հատ / each	6		
5.8	Եռաֆազ թվային հաշվիչ, Power digital meter	հատ / each	2		
5.9	Shunt trip 100-415V, Pacuенителъ	հատ / each	2		
5.10	Սանր պղնձե եռաֆազ, 63Ա	մ / m	1.5		
5.11	Պղնձե շիւս 40x4մմ/copper listr 40x4mm	մ / m	2		
5.12	Պղնձե շիւսան 20x4մմ/copper listr 20x4mm	մ / m	1		
5.13	Մեկուսիչ շիւսների համար/insulation for copper list	հատ / each	13		
5.14	3x6մմ ՊՎՍ պղնձե մալուխ/ copper cable 3x6mm	մ / m	150		
5.15	25մմ ՊՎՍ ճկախողովակ/ PVC conduct 25mm	մ / m	150		
5.16	3 x1.5 մալուխի տեղադրում Installation of 3 x1.5 cable for the new high efficient LED lightings	մ / m	250		
5.17	3 x2.5 մալուխի տեղադրում / Installation of 3 x2.5 cable for the time reley installation and for sockets/switches	մ / m	250		
5.18	Վարդակ հողանցումով նախատեսված պատի համար Wall sockets with earthing	հատ / each	13		
5.19	Մետաղական էլեկտրական վահան 1200x600x250մմ նեոպրայ ներքին ժեշտեր, մետաղական անկյունակներ/DB 1200x600x250mm	կոմպլեկտ set	1		
5. ԸՆԴԱՄԱՆՆԵՐ ԷԼԵԿՏՐԱԿԱՆ ՎԱԿԱՆԻ ԱԳՐՈՒՆԱԿՆԵՐՈՒՄ / 5. Total Smart Meter					
6 ՂԱՆԵՐ / Doors					
6.1	Ղուռ այլումինե շրջանակով, չմեկուսացված, ուղղանկյուն հատվածով 50x50 մմ պրոֆիլներով: Բռնակը, ծիսիկները, կողպեքը՝ փայլատ ցմանգոտվող պողպատից, 6+6 թափանցիկ ապակա փաթեթ, նեոպրայ ղռների կողպեքներ, ղռների պահակներ և այլն: Door with aluminium frame, non-insulated, rectangular section 50x50 mm profiles. Handle, hinges, lock are made of matte stainless steel, 6+6 transparent glass package, including door locks, door keepers, etc.	հատ / each	16.00		
6. ԸՆԴԱՄԱՆՆԵՐ ՂԱՆԵՐ / 6. Total Doors					
7 ՊԱՏՈՒՀԱՆՆԵՐ / Windows					
7.1	Նոր այլումինե պրոֆիլներով պատուհանի տեղադրում, երկու բացվող փեխկով և ներքևի ֆրամուզայով (1190մմ x 2150մմ) Բարձր ջերմամեկուսացումով, կտրվածքը 65x65մմ: Բռնակը, ծիսիկները, կողպեքը պատրաստված են անփայլ ցմանգոտվող պողպատից, ապակե երկու շերտ 6+6 մմ ծածկով: Installation of a new aluminum window with two opening slats and a lower frame (1190 mm x 2150 mm). Highly thermally insulated, rectangular section 65x65 mm profiles. Handle, hinges, lock are made of matte stainless steel, two glass layers 6+6 mm with reflection coating.	մ ² / sq.m.	56.01		
7.2	Նոր պատուհանագրի տեղադրում պլաստիկից Installation of a new plastic window sill	մ ² / sq.m.	16.00		
7. ԸՆԴԱՄԱՆՆԵՐ ՊԱՏՈՒՀԱՆՆԵՐ / 7. Total Windows					
8 ՍԵՐՎԵՐԻ ՍԵՆյԱԿԻ ՍԵՂԱՎԻՈՅՈՒՄ / Server room					
8.1	Միջնապատերի քանդում Demolition of partitions	մ ³ /m3	9.2		
8.2	Հատակի մանրահատակի քանդում Demolition of parquet floor	մ ² / sq.m.	53		
8.3	Հատակի ցեմենտ ավազի հարթեցնող շերտի քանդում Demolition of the cement sand leveling of the parquet floor	մ ² / sq.m.	6.36		
8.4	Գիպոկարտոնե միջնապատ/Plasterboard partition	մ ² / sq.m.	54.00		
8.5	Գիպոկարտոնե միջնապատի ամրակալի դրան տեղադրման տեղում Plasterboard partition reinforcement in place of door installation	կոմպլեկտ set	3.00		
8.6	Հատակի ցեմենտ ավազի հարթեցնող շերտի իրականացում Implementation of cement sand leveling of the floor	մ ² / sq.m.	53.00		
8.7	Հատակի ինքնահարթեցնող շերտի իրականացում Implementation of self-leveling layer of the floor	մ ² / sq.m.	53.00		
8.8	Վինիլային հատակի իրականացում Implementation of vinyl flooring	մ ² / sq.m.	53.00		
8. ԸՆԴԱՄԱՆՆԵՐ ՍԵՐՎԵՐԻ ՍԵՆյԱԿԻ ՍԵՂԱՎԻՈՅՈՒՄ / 8. Total Server room					
ԸՆԴԱՄԱՆՆԵՐ (ՀՀ դրամ, առանց ԱԱՀ-ի) / Grand Total (AMD, 0 VAT)					

Կապալառու կազմակերպության անվանումը՝

Bidding Company

Կազմակերպության տնօրեն

Director

Ստորագրություն

Signature

Ամսաթիվ

Date