

**INVITATION TO BID – ITB****Ref: CM-FU\_108**

(Please quote this UNESCO reference in all correspondence)

Date: 11.03.2025

You are invited to submit a bid for the **Supply of ICT Equipment** Within the framework of UNESCO project goals “Strengthening Competency-Based and ICT-Enabled STEM (Science, Technology, Engineering and Mathematics) and VET (Vocational Education and Training) and Teacher- Training in Tajikistan” in accordance with the present solicitation document.

The Invitation to Bid (ITB) consists of this cover page and the following Annexes:

|               |  |
|---------------|--|
| <b>Part 1</b> | <b>Bidding Procedures</b>  |
| Annex I       | <a href="#">Instructions to Bidders</a>                            |
| Annex II      | <a href="#">Bid Data Sheet</a>                                     |
| Annex III     | <a href="#">Bid Submission Form</a>                                |
| Annex IV      | <a href="#">Price Schedule Form</a>                                |
| Annex V       | <a href="#">Intention To Bid Form</a>                              |
| Annex VI      | <a href="#">Bidder Information Form</a>                            |
| <b>Part 2</b> | <b>Supply Requirements</b>   |
| Annex VII     | <a href="#">Technical Specification Form</a>                       |
| <b>Part 3</b> | <b>Contract</b>  |
| Annex VIII    | <a href="#">General Terms and Conditions</a>                       |
| Annex IX      | <a href="#">Special Contract Conditions</a> <i>[if applicable]</i> |
| Annex X       | <a href="#">Model Performance Guarantee</a> <i>[if applicable]</i> |

Your bid must be submitted **electronically** SIGNED as per clause 1 of ANNEX-I “*Submission and Marking of Bids*”, and sent to the following email address: [procurementalmaty@unesco.org](mailto:procurementalmaty@unesco.org) no later than **April 11, 2025, at 18:00 Almaty time**.

*Bids addressed at any other e-mail accounts will be disqualified.*

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNESCO.

Bidders are kindly requested to acknowledge the receipt of the ITB using the Intention to Bid Form on **Annex V** and send back to the following email address: [procurementalmaty@unesco.org](mailto:procurementalmaty@unesco.org)

For and on behalf of UNESCO

*N. Teleshaliyev*  
Nurbek Teleshaliyev  
Programme Specialist  
UNESCO Almaty Regional Office

## **ANNEX I – Instructions to Bidders**

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*The Instructions to Bidders contain general guidelines and instructions on the preparation, clarification, and submission of Bids.*

### **A. INTRODUCTION**

#### **1. General**

UNESCO as the Purchaser invites Sealed Bids for the supply of goods to the UN system.

#### **2. Eligible Bidders**

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bid.

This bid is open to all national and international suppliers who are legally constituted and can provide the requested goods.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

#### **3. Fraud and corruption**

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption” and defined as follows:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.
- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

#### **4. Cost of Bid**

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. SOLICITATION DOCUMENTS**

#### **5. Examination of Solicitation Documents**

The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

#### **6. Clarification of Solicitation Documents**

A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNESCO in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.

## 7. Amendments of Solicitation Documents

Prior to the Deadline for Submission of Bids, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the Deadline for the Submission of Bids.

## C. PREPARATION OF BIDS

### 8. Language of the Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNESCO shall be written in the language indicated on **the Bid Data Sheet (Annex II)**.

### 9. Documents Comprising the Bid

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexes IV, VII, and VIII and clause 12 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted;
- (d) documentary evidence established in accordance with clause 11 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents.

### 10. Documents Establishing Bidder's Eligibility and Qualifications

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that, the Bidder has the financial, technical, and production capability necessary to perform the contract.

### 11. Documents Establishing Goods' Conformity to Bidding Documents

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;

- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following the commencement of the use of the goods.

## 12. Bid Currencies/Bid Prices

All prices shall be quoted in US dollars or any convertible currency or UZS sums. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

## 13. Period of Validity of Bids

Bids shall remain valid for 90 days after the date of Bid Submission prescribed by UNESCO pursuant to clause 16 of Instructions to Bidders (Annex I). A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, UNESCO may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

## D. SUBMISSION OF BIDS

### 14. Format and Signing of Bids

E-submission to the email address: [procurementalmaty@unesco.org](mailto:procurementalmaty@unesco.org)

### 15. Sealing and Marking of Bids

- MANDATORY SUBJECT EMAIL: **CM-FU 108 Supply of ICT Equipment** NAME OF PDF FILE: **CM-FU 108 Supply of ICT Equipment** [YOUR COMPANY NAME]
- FILE FORMAT: Please provide all required Documents regarding your technical and Price offer, in Word and/or Excel Format and Signed PDF pdf.

**BID SUBMISSION EMAIL: To be submitted ONLY to:** [procurementalmaty@unesco.org](mailto:procurementalmaty@unesco.org)

#### 15.1 Important notes:

1. Bids should be submitted to the indicated email address only without copying (TO, CC or BCC) to any other e-mail addresses. **Bids addressed at any other e-mail accounts will be disqualified.**
2. File sharing web tools; **like Dropbox or WeTransfer will NOT be accepted.**
3. Maximum number of Email Transmissions: No maximum number
4. The bidding documents must be checked for viruses before being submitted to UNESCO.

## **16. Deadline for Submission of Bids/Late Bids**

- 16.1 Bids must be delivered to the office on or before the date and time specified in annex II of these Solicitation Documents.
- 16.2 UNESCO may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 7 of Instructions to Bidders, in which case all rights and obligations of UNESCO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 Any Bid received by UNESCO after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

## **17. Modification and Withdrawal of Bids**

The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

## **E. OPENING AND EVALUATION OF BIDS**

### **18. Opening of Bids**

UNESCO will open all Bids after the deadline for submissions and in accordance with the rules and regulations of the organization. The opening of bids may or may not be in public.

### **19. Clarification of Bids**

To assist in the examination, evaluation and comparison of Bids, UNESCO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

### **20. Preliminary Examination:**

- 20.1 Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.
- 20.2 UNESCO will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 20.4 A Bid determined as not substantially responsive will be rejected by UNESCO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**21. Conversion to Single Currency**

To facilitate evaluation and comparison, UNESCO will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

**22. Evaluation of Bids**

Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

- (a) Compliance with pricing conditions set in the ITB.
- (b) Compliance with requirements relating to technical design features or product's ability to satisfy functional requirements.
- (c) Compliance with Special and General Conditions specified by these Solicitation Documents.
- (d) Compliance with start-up, delivery or installation deadlines set by the procuring entity.
- (e) Demonstrated ability to comply with critical provisions such as execution of the Purchase Order/Contract by honouring the tax-free status of the UN.
- (f) Demonstrated ability to honour important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
- (g) Proof of after-sales service capacity and appropriateness of service network.

**F. AWARD OF CONTRACT****23. Award Criteria**

UNESCO will issue the Purchase Order/Contract to the lowest priced technically qualified Bidder. UNESCO reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Purchase Order/Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNESCO's action.

**24. UNESCO's Right to Vary Requirements at Time of Award and to Negotiate**

UNESCO reserves the right at the time of making the award of contract to increase or decrease by up to 20 % the quantity of goods specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

**25. Notification of Award**

Prior to the expiration of the period of Bid Validity, UNESCO will send the successful Bidder the Purchase Order/Contract. The Purchase Order/Contract may only be accepted by the Supplier's signing and returning an acknowledgment copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order/Contract, as herein specified. Acceptance of this Purchase Order/Contract shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Purchase Order/Contract.

**26. Signing of the Purchase Order/Contract**

The successful Bidder shall sign the Purchase Order/Contract and return it to UNESCO at the earliest convenience but no later than within 7 days of the date of issuance.

**27. Performance Security**

If so requested, the successful Bidder shall provide a Performance Security, within 30 days of receipt of the Purchase Order/Contract from UNESCO.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security if any, in which event UNESCO may make the award to the next lowest evaluated Bidder or call for new Bids.



## ANNEX II – Bid Data Sheet

*The following specific data shall complement, supplement or amend the provisions in Annex I - Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.*

|   |   |
|---|---|
| <b>1. Deadline for Submission:</b>                      | <i>April 11, 2025, at 18:00 Almaty Time</i>   |
| <b>2. Sealed Bids to be received at (to be marked):</b> | <i>To be submitted ONLY to: <a href="mailto:procurementalmaty@unesco.org">procurementalmaty@unesco.org</a></i>  |
| <b>3. Bid Opening:</b>                                  | Bids will be opened in the presence of UNESCO Bid Opening Committee.<br>The bid opening is not open for public.   |
| <b>4. Delivery terms:</b>                               | <p>The prices quoted shall be as per following INCOTERMS 2010 and place:</p> <p><i>The delivery term shall be DAP (Delivered at Place). The Place of Delivery shall be the educational institutions in the Republic of Tajikistan as specified in the Distribution List in Annex VII.</i></p> <p><i>The selected supplier shall be responsible for all export customs clearance procedures and costs associated with the shipment. Charges shall include pre-shipment inspections of the goods.</i></p> <p><i>The selected supplier shall be responsible for the pre-shipment arrangement and costs associated with the pre-shipment inspection. UNESCO and the consignee will conduct inspections of the goods upon arrival at the final destination. The respective findings will be recorded and form an integral part of the supplier's performance appraisal. Neither pre-shipment nor post-shipment inspection shall relieve the supplier from any contractual obligations.</i></p> <p><b>Delivery time: within 90 days after the contract award</b></p> <p><i>Bidders are strongly encouraged to comply with UNESCO preferred delivery time.</i></p> |
| <b>5. Mode of transport:</b>                            | The preferred mode of transport from FCA point to the Place of Delivery shall be: Road  |
| <b>6. Goods for use in:</b>                             | <i>In the Republic of Tajikistan, educational institutions</i>  |
| <b>7. Bid Validity Period:</b>                          | 90 days   |
| <b>8. Completeness of bids:</b>                         | <p><input type="checkbox"/> Partial bids permitted. <b><input checked="" type="checkbox"/> Partial bids not permitted.</b></p> <p><u>"Bids shall be received complete including all items listed in price schedule Form. However, UNESCO reserves the right to issue more than one contract based on offers received, if deemed in the best interest of the Organisation".</u></p>  |
| <b>9. Language of the Bid:</b>                          | <b>English or Russian</b>   |

|  |  |
|--|--|
| <b>10. Request for Clarification must be directed to:</b>    | <p>UNESCO Almaty Regional Office, to the email address:</p> <p><a href="mailto:procurementalmaty@unesco.org">procurementalmaty@unesco.org</a></p>  |
| <b>11. Submission of Bids:</b>                               | <p>The original and copy of the bid shall include - as a minimum - the following documentation (for items B - D, Bidders are required to use the dedicated forms contained in the ITB).</p> <ul style="list-style-type: none"> <li>A. Cover letter (optional);</li> <li>B. Bid Submission Form;</li> <li>C. Price Schedule Form;</li> <li>D. Technical Specification Form;</li> <li>E. Descriptive literature (technical brochures or other documentation), technical product Data Sheet for each item quoted;</li> </ul> <p>All submittals shall bear the initials/signature of the Bidder.</p>   |
| <b>12. Eligibility Criteria:</b>                             | <p><b>Following eligibility criteria should be met by the bidder:</b></p> <ul style="list-style-type: none"> <li>• Proof of Company registration - company registration certificate reflecting year of incorporation</li> <li>• Bidders must provide financial statements for <b>2023 – 2024</b> in order to provide evidence of financial stability, which includes the following: <ul style="list-style-type: none"> <li>a) <b>Certified Income Statement:</b> <i>This section provides information on the company's revenue, costs, and expenses over a specified period of time. It shows the company's net income or loss for the period.</i></li> <li>b) <b>Certified Balance Sheet:</b> <i>This section provides a snapshot of the company's financial position at a specific point in time. It shows the company's assets, liabilities, and equity</i></li> </ul> </li> <li>• In case the bidder is a dealer, the bidder shall provide a Manufacturer's authorization to sell the product brands quoted</li> </ul> |
| <b>13. Qualification Criteria:</b>                           | <p><b>Following qualification criteria should be met by the bidder:</b></p> <ul style="list-style-type: none"> <li>• The Bidder must provide (3) references/contracts for the supply of similar equipment in terms of nature and volume during the past 3 years to Central Asia.</li> <li>• Provision of Statement by Bidder to furnish full warrantee for equipment at least for one year, with detailed information of the warranty terms and how the possible warranty repair will be covered</li> <li>• <b>Information Form - Annex VI should be completed</b></li> </ul>  |
| <b>14. Sustainability Considerations</b><br><b>Desirable</b> | <p>Within the framework of the UN Sustainability Management Strategy (2020-2030), UNESCO has committed to promote and apply sustainable considerations in all its operations, including those related to the procurement of goods, works and services. Therefore, Bidders are strongly encouraged to comply with following Sustainability Criteria (Environmental/ Social/ Economic) and provide proof of evidence on their commitment and capacity to respond positively, to the below set of Criteria.</p>   |

|   |   |
|---|---|
|   | <p><b>Environmental: Sustainable resource use</b><br/>Requirement for a take-back programme/end-of-life management system.</p> <p><b>Social: Inclusion of persons with disabilities</b><br/>Requirement for vendors to be disability-inclusive.</p> <p><b>Economic: Local communities, MSMEs, and supplier diversity</b><br/>Reserved minimum portion of contracted labour opportunities for local communities.</p> |
| <ul style="list-style-type: none"><li>• Criteria as listed above under 12. Eligibility Criteria and 13. Qualification Criteria are to be considered as <b>MANDATORY</b>.</li><li>• Not meeting the mandatory criteria will lead to the disqualification of the submitted offer.</li><li>• Related supporting documentation has to be provided to evidence bidders eligibility and qualification as per above listed criteria (see point 12 &amp; 13).</li></ul> |   |

### ANNEX III – Bid Submission Form

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**To: UNESCO**

(To form an integral part of the Bid Submission)

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Annex IV (Price Schedule Form) and Annex VII (Technical Specification Form) of this ITB in conformity with the said Solicitation Documents for the sum of *[total bid amount in words and figures]* as may be ascertained in accordance with the Price Schedule Sheet attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with INCOTERMS 2010 and the delivery schedule specified in the Solicitation Documents.

Provided that a Purchase Order/Contract is issued by UNESCO within Bid Validity Period, the undersigned hereby offers, subject to the terms of such Purchase Order/Contract, to furnish any or all items at the prices offered and to deliver same to the designated point(s) within the delivery time stated in the price schedule attached to this form.

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

|                                       |  |
|---------------------------------------|--|
| Name of Bidder:                       |  |
| Address of Bidder:                    |  |
| Authorised Signature:                 |  |
| Name & title of Authorised Signature: |  |
| Date:                                 |  |

## ANNEX IV – Price Schedule Form

*The Price Schedule prepared by the Bidder must provide a detailed cost breakdown for each item.*

1. *Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per UNESCO's Requirements and Technical Specifications of this ITB.*
2. *Estimated weight/volume of the consignment must be part of the documentation submitted.*
3. *All prices/rates quoted must be exclusive of all taxes, since UNESCO is exempt from taxes.*
4. *The format shown may be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.*

| Name of Bidder   |   |     |      |                                   |                        |
|--|---|-----|------|-----------------------------------|------------------------|
| Delivery terms<br><i>Please refer to Bid Data Sheet</i>                |   |     |      |                                   |                        |
| FOB/FCA point  |   |     |      |                                   |                        |
| Delivery time to FCA/FOB point   |   |     |      |                                   |                        |
| Delivery time to final destination                                     |   |     |      |                                   |                        |
| Approximate total volume (m3)  |   |     |      |                                   |                        |
| Approximate total gross weight (kg)                                    |   |     |      |                                   |                        |
| Mode of transport<br><i>Please refer to Bid Data Sheet</i>             |   |     |      |                                   |                        |
| No & type of containers (if applicable)<br><i>Specify 20ft or 40ft</i> |   |     |      |                                   |                        |
| Freight per container (if applicable)                                  |   |     |      |                                   |                        |
| Item   | Description   | Qty | Unit | Currency<br>Unit Price<br>FOB/FCA | Total Price<br>FOB/FCA |
| 1.   | Smart e- Board:   | 45  | pcs  |                                   |                        |
| 2.   | Portable computer/ Laptop   | 45  |      |                                   |                        |
| 3.   | OS: Windows 11 Pro (En-Ru)<br>for Education – licensed            | 45  |      |                                   |                        |
| 4.   | MS: Microsoft Office 2024<br>Standard for Education –<br>licensed | 45  |      |                                   |                        |
| 5.   | Antivirus: Corporate license up<br>to 50 license for 3 years      | 45  |      |                                   |                        |
| 6.   | Tablet  | 270 |      |                                   |                        |
| 7.   | Printer MFP 3 in 1  | 45  |      |                                   |                        |
| 8.   | WIFI Router (3G/4G support)                                       | 45  |      |                                   |                        |
| 9.   | Smart UPS 1500 VA (Tower)   | 45  |      |                                   |                        |
| 10.  | Extension cord with fuse  | 135 |      |                                   |                        |

|                                     |                                     |    |  |  |  |
|-------------------------------------|-------------------------------------|----|--|--|--|
| 11                                  | Mobile stands for the Smart e-board | 45 |  |  |  |
| <b>GRAND TOTAL FOB/FCA</b>          |                                     |    |  |  |  |
| <b>FREIGHT CHARGES</b>              |                                     |    |  |  |  |
| <b>INSTALLATION SERVICE CHARGES</b> |                                     |    |  |  |  |
| <b>INSURANCE (IF APPLICABLE)</b>    |                                     |    |  |  |  |
| <b>GRAND TOTAL DAP</b>              |                                     |    |  |  |  |

- Note: In case of a discrepancy between the unit price and the total, the unit price shall prevail.

## ANNEX V – Intention to Bid Form

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To be completed and returned within ten (10) working days after date of issuance of the ITB.

By email or fax to UNESCO Focal Point

Attn: Please refer to Section II – Bid Data Sheet

ITB Ref.: **CM-FU 108 Supply of ICT Equipment**

☐ **Yes, we intend to submit a bid.**

We are sorry to inform you that we are unable to submit a bid in response to the above-mentioned invitation to bid due to the reason(s) listed below:

- ☐ The requested products are not within our range of supply
- ☐ We are unable to submit a competitive offer for the requested products at the moment
- ☐ The requested products are not available at the moment
- ☐ We cannot meet the specifications required
- ☐ Insufficient time is allowed to prepare a bid
- ☐ We cannot meet the delivery requirements
- ☐ We cannot adhere to your terms and conditions (please specify which: e.g. payment terms, request for performance bond etc)
- ☐ The information provided for bid purposes is insufficient
- ☐ We do not export
- ☐ Our production capacity is currently full
- ☐ We are closed during the holiday season
- ☐ We had to give priority to other clients' requests
- ☐ We do not sell directly but through distributors
- ☐ We have no after-sales service available in the country of destination
- ☐ Others (please specify) .....

If UNESCO has any question about this NO BID, please contact

Mr./Ms. .... who will be able to assist you.

Name of the Bidder:

Authorised Signature

Date:

## ANNEX VI – Bidder Information Form

### General Information:

|                 |  |
|-----------------|--|
| Company Name:   |  |
| City, Country   |  |
| Web Site URL:   |  |
| Contact Person: |  |
| Title:          |  |
| Phone:          |  |
| Email Address:  |  |

### Expertise of the Bidder

|  |  |
|--|--|
| Line of Business, area of expertise:               |  |
| Type of business (manufacturer, distributor, etc): |  |
| Years of company experience:                       |  |
| Main export countries/area:                        |  |
| Past Contracts with other UN organizations:        |  |
| Quality Certificate (e.g. ISO):                    |  |

**References:** Please provide at least three references for similar supply contracts including contact details:

| Organization Name/Country: | Contact person: | Telephone: | Email: |
|----------------------------|-----------------|------------|--------|
| 1.                         |                 |            |        |
| 2.                         |                 |            |        |
| 3.                         |                 |            |        |
|                            |                 |            |        |
|                            |                 |            |        |



## ANNEX VII – Technical Specifications

UNESCO is the specialized agency of the United Nations with a mandate in education, science, culture, communication and information, social and human sciences

### Project Background

In recognition of the scarcity of the skilled teaching workforce as well as the need to improve the quality of learning resources, UNESCO is implementing the EU-funded project “Strengthening Competency-Based and ICT-Enabled STEM (Science, Technology, Engineering and Mathematics) and VET (Vocational Education and Training) and Teacher-Training in Tajikistan”. The project benefits from financial support from the European Union under the Action Document "Quality Education Support Programme II".

To support Tajikistan in making progress in the achievement of SDG 4 and implementing its recently adopted National Strategy for Education Development for the period until 2030, the project aims to develop textbooks, teaching and learning materials for selected STEM subjects based on competency-based curricula at the secondary education and VET level, train teachers as well as equip the teacher training institutes/centres in the areas of ICT and STEM.

This project supports the Ministry of Education and Science (MoES) as well as Committee on Primary and Secondary Vocational Education under the Government of the Republic of Tajikistan

to strengthen the quality of education and competency-based education in STEM fields with the use of ICTs.

The purpose of procurement:

The ICT equipment will enhance STEM and VET education in Tajikistan by providing modern learning resources and tools for both students and teachers. This will support competency-based learning and improve the quality of education in schools, ultimately contributing to the achievement of SDG 4.

| Item No | UNESCO minimum requirements/specifications   | Bidder's Compliance Statement YES/NO | Bidder's Specifications (Mandatory - please fill in all details including proposed <u>brand/model</u> ) |
|---------|--|--------------------------------------|---|
| 1       | <b>Smart e- Board</b><br>Diagonal 98" / Windows 10 or 11 /<br>Min. Intel core i5 or higher /<br>Memory min. 16GB / HDD min.<br>512GB / Touch screen<br>(option): Touch type - 40-point<br>multi-touch / Touch sensor -<br>Infrared touch / Touch surface -<br>4mm tempered anti-glare glass /<br>Response time - 2ms / Speaker -<br>2*10W / Internet - WIFI , RJ45,<br>Interface - At least 2*USB2.0 /<br>Accessories - Remote controller,<br>power cable / Power Supply -<br>AC100-240V, 50/60Hz / Wireless |                                      |   |

|   |  |  |  |
|---|--|--|--|
|   | keyboard / Warranty - One-year service and support   |  |  |
| 2 | <b>Laptop:</b><br>Processor: Intel Core i5-1335U or better<br>Display: 14" FHD (1920x1080) UWVA or IPS<br>Memory: Minimum 8GB DDR4 3200 MHz<br>HDD: Minimum 512GB NVMe M.2 SSD<br>Camera: 720p HD camera<br>Wireless: Intel Wi-Fi 6E and Bluetooth 5.3<br>Ports – Min USB x 2 Type-A , HDMI 2.1; RJ-45; USB Type-C x 2<br>Battery: Long Life 3-cell Li-ion<br>Security: Fingerprint Sensor (optional)<br>OS: free DOS<br>Manufacturer's Authorization Form (MAF): required<br>Warranty - One-year service and support Minimum  |  |  |
| 3 | OS: Windows 11 Pro (En-Ru) for Education – licensed  |  |  |
| 4 | MS: Microsoft Office 2024 Standard for Education – licensed  |  |  |
| 5 | Antivirus: Corporate license up to 50 license for 3 years  |  |  |
| 6 | <b>Tablet:</b><br>OS: Windows 11 Pro<br>Processor: Intel N200<br>Graphics: Intel UHD<br>Memory & Storage: 8GB RAM or higher, 128GB SSD or higher<br>Display: Touchscreen, 10.5", 1920 x 1280, 3:2 aspect ratio, 1500:1 contrast ratio, sRGB and Enhanced color profile, individually color-calibrated, 10-point multi-touch, durable glass protection, 350 nits brightness<br>Battery Life: Up to 12.5 hours of typical usage<br>Security: Hardware TPM 2.0 chip, BitLocker support, enterprise-grade protection, Windows Hello face sign-in, Secured-core PC<br>Cameras: 1080p Full HD front-facing camera, 8MP 1080p Full HD rear-facing camera<br>Audio: Dual far-field microphones with noise reduction, stereo speakers<br>Ports & Connectivity: MicroSDXC card reader, 3.5 mm headphone jack, USB-C, Wi-Fi 6 (802.11ax), Bluetooth 5.1<br>Pen & Accessories Compatibility: |  |  |

|   |  |  |  |
|---|--|--|--|
|   | <p>Compatible with active styluses supporting Microsoft Pen Protocol (MPP) or equivalent</p> <p>Software: Windows 11 Pro or Windows 10 Pro</p> <p>Package Contents: 24W Power Supply, Tablet case, Quick Start Guide, Safety and warranty documents</p>  |  |  |
| 7 | <p><b>MFP:</b></p> <p>Function - Print, Copy, Scan</p> <p>Print speed A4 - <b>Up to</b> 40 ppm</p> <p>Duplex printing - Automatic</p> <p>Duty cycle per month - Up to 80,000 pages</p> <p>Print quality - 1200 x 1200 dpi</p> <p>Connectivity: USB; LAN, WiFi</p> <p>Processor speed - 1200 MHz or equivalent</p> <p>Memory - At least 512 MB</p> <p>Operating Systems - Windows 10/11; Android; iOS</p> <p>Paper handling input, standard – at least 350 sheet in total</p> <p>Scanner type - Flatbed, ADF</p> <p>Scan file format - PDF, JPG, TIFF</p> <p>Scan resolution - Up to 1200 x 1200 dpi</p> <p>ADF capacity - 50 sheets</p> <p>Number of print cartridges - 1 black standard</p> <p>Manufacturer's Authorization Form (MAF)</p> <p>Warranty - One-year service and support</p> |  |  |
| 8 | <p><b>WiFi Router:</b></p> <p>CPU - MT7621A 880 MHz</p> <p>RAM - 128 MB DDR3</p> <p>Wi-Fi 2.4 + 5 GHz</p> <p>Wi-Fi class - AC1300</p> <p>Antennas - 5 dBi</p> <p>WPS/Wi-Fi button – Yes</p> <p>USB ports - 1 x USB 2.0</p> <p>Supports 3G and 4G</p> <p>SIM card slot - Micro-SIM</p> <p>Wireless network - Seamless roaming 802.11k/r/v, Pre-configured Wi-Fi protection, WEP, WPA-PSK, WPA2-PSK, WPA2-Enterprise, WPA3-PSK, WPA3-Enterprise, OWE, Multi-SSID and Guest Network, Access control by MAC address, Wi-Fi Multimedia (WMM)</p> <p>(DHCP/Manual), DHCP (client/server)</p> <p>Power supply voltage - 100-240 V 50/60 Hz</p> <p>Package contents include - Power adapter, Ethernet cable, Quick start guide/</p> <p>Warranty - One-year service and support</p>                 |  |  |

|  |   |  |  |
|--|---|--|--|
| 9  | <b>UPS: Smart UPS 1500 VA</b><br>Form factor: Tower<br>OUTPUT:<br>Max Configurable Power (Watts) - 1.0kWatts / 1.5kVA,<br>Configurable for 220 : 230 or 240 nominal output voltage,<br>Input:<br>Input frequency - 50/60 Hz +/- 3 Hz Auto-sensing<br>Input voltage range for main operations - 151 - 302 Adjustable, 160 - 286V,<br>Number of Power Cords – 1<br>Input plug: 2pin Euro Plug<br>Other Input Voltages - 220 V, 240 V,<br>Batteries & Runtime<br>Typical recharge time - 3hour(s),<br>Expected Battery Life (years) - 3 – 5,<br>Manufacturer's Authorization Form (MAF)<br>Warranty – Two-year service and support |  |  |
| 10   | <b>Extension cord</b><br>Multi-outlet extensions: available with 6 socket universal Output<br>Socket with a cord 3 m<br>Voltage: 230 V~<br>Frequency: 50 Hz<br>Manufacturer's Authorization Form (MAF)<br>Warranty – One year service and support   |  |  |
| 11   | <b>Mobile stands for the Smart e-board</b><br>Color: Black matte<br>Stand material: Steel<br>Panel diagonal, inch: 55 ~ 98<br>Maximum load, kg: Up to101 kg<br>Height adjustment, mm: 1610 ~ 1870<br>Base dimensions, mm: 860 x 660<br>Wheels with locking system: 4 pcs<br>Cable channel: Built-in cable channel for organized wiring<br>Additional Features: Required shelf, adjustable mounting angle up to 15° for optimal viewing  |  |  |
| <b>Power Supply Requirement (if applicable):</b> one year warranty   |   |  |  |
| <b>Installation services:</b><br>All equipment is to be delivered to the Educational Institutions proportionally of each respective item as per the Distribution list below. |   |  |  |
| Documentation, including installation and operating manuals, shall be in <b>[English or Russian or Tajik LANGUAGE]</b>   |   |  |  |
| <b>Products to comply with EC or International quality and Safety standards</b>  |   |  |  |

**Name of nearest local after-sales agent (if applicable):**

***[Bidder to specify name & address]***

**Name/Signature of Bidder:**

*To be returned to UNESCO as part of the Bid Submission.*

### Distribution plan of the equipment

| №   | Object  | Address                               | Smart e- Board | Laptop | Windows | MS Office | Antivirus | Tablet | Printer MFP 3 in 1 | WiFi Router | Smart-UPS 1500 | Extension cord with fuse | Mobile stands for the Smart e-board |
|-----|---|---------------------------------------|----------------|--------|---------|-----------|-----------|--------|--------------------|-------------|----------------|--------------------------|-------------------------------------|
| 1.  | School #87  | Dushanbe (Sino district)              | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 2.  | School #12  | Sogd (Isfara)                         | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 3.  | School #25  | Sogd (Konibodom)                      | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 4.  | School #1   | Sogd (Zafarobod district)             | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 5.  | School #1   | Sogd (Spitamen district)              | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 6.  | School #8   | Sogd (Maschokh district)              | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 7.  | School #40  | Sogd (Ayni district)                  | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 8.  | School #3   | Sogd (Shakhriston district)           | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 9.  | School #53  | Khatlon (Vose district)               | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 10. | School #54  | Khatlon (Khdmadoni district)          | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 11. | School #59  | Khatlon (Farkhor district)            | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 12. | School #12  | Khatlon (Muminobod district)          | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 13. | School #5   | Khatlon (Khovaling district)          | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 14. | School #9   | Khatlon (Balchuvon district)          | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 15. | School #10  | Khatlon (N. Khusrav district)         | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 16. | School #1   | Khatlon (Vakhsh district)             | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 17. | School #5   | Khatlon (Kushoniyon district)         | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 18. | School #10  | Khatlon (Ch. Balkhi district)         | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 19. | School #1   | Khatlon (Dusti district)              | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 20. | School #4   | Khatlon (Shakhritus district)         | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 21. | School #4   | Khatlon (Dangara district)            | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 22. | School #80  | Khatlon (Yovon district)              | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 23. | School #3   | Khatlon (Norak)                       | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 24. | School #52  | Khatlon (Kulob)                       | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 25. | School #2   | Khatlon (Levakant city)               | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 26. | School #11  | GBAO (Shugnon district)               | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 27. | School #20  | GBAO (Ishkoshim district)             | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 28. | School #5   | GBAO (Vanj district)                  | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 29. | School #7   | DRS (Vahdat city)                     | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 30. | School #30  | DRS (Nurobod district)                | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 31. | School #6   | DRS (Tochikobod district)             | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 32. | School #12  | DRS (Lakhsh district)                 | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 33. | TTC "Engineering Pedagogical College"                               | Dushanbe (Borbad str.48)              | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 34. | TTC "Professional Technical Lyceum of Textile Industry of Dushanbe" | Dushanbe (S.Sherozi str.4)            | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |
| 35. | TTC "Professional Technical Lyceum of Panjakent city"               | Sogd (Penjikent, L. Sherali str. 125) | 1              | 1      | 1       | 1         | 1         | 6      | 1                  | 1           | 1              | 3                        | 1                                   |



## ANNEX VIII – General Terms and Conditions for Goods and Related Services

### 1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the Contractor's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Contractor shall bind UNESCO unless agreed to in writing by its duly authorized official. SOURCE OF INSTRUCTIONS

### 2. GOODS AND SERVICES DEFINED

Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Contractor is required to supply under this Contract. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Order.

### 3. PAYMENT

UNESCO shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Contractor's invoice for the goods and copies of the shipping documents specified in this Contract. Payment by UNESCO does not imply acceptance of goods nor of any related work or services under this Contract.

### 4. TAX EXEMPTION

Section 7 of the Convention on Privileges and Immunities of the Specialized Agencies provides, inter alia, that UNESCO and its subsidiary organs are exempt from all direct taxes and are exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes or duties charged to UNESCO by the Contractor. Payment of such adjusted amount shall constitute full payment by UNESCO. In the event any taxing authority refuses to recognize the UNESCO exemption from such taxes or duties, the Contractor shall immediately consult with UNESCO.

### 5. TRADE MARKS

Whenever an INCOTERM is used in this Contract it shall be interpreted in accordance with the INCOTERMS 2010.

### 6. EXPORT LICENSES

The Contractor shall obtain any export license(s) required for the goods.

### 7. INSPECTION AND ACCEPTANCE

All goods shall be subject to inspection and testing by UNESCO or its designated representative, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNESCO. If any inspection or test is made on the premises of Contractor or its supplier, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Contractor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Contractor or supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve Contractor from responsibility for non-conforming goods nor impose liabilities on UNESCO therefore. The Contractor shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNESCO. Records of all inspection work by Contractor shall be kept complete and made available to UNESCO during the performance pursuant to this Contract and for twenty four (24) months thereafter or for such other period as may be specified in this Contract. Copies of all material certifications and test results are to be submitted to UNESCO upon request.

### 8. FITNESS OF GOODS INCLUDING PACKAGE

Contractor warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for

purposes, in locations and under circumstances made known to the Contractor by UNESCO. Contractor warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Contractor also warrants that the goods are securely contained, packaged and marked, taking into consideration and the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless a longer period is specified in this Contract, the Contractor warrants and certifies that it will repair or replace without expense to UNESCO or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of one (1) year from the date such goods are placed in use.

### 9. AFTER SALES SERVICE

The Contractor shall maintain or provide a service organization reasonably constituted to handle requests from UNESCO or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

### 10. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expenses UNESCO, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Contractor or its personnel or others responsible to the Contractor in the performance pursuant to this Contract.

### 11. PATENT INDEMNIFICATION

Contractor shall defend at its own expenses any suit or proceeding brought against UNESCO or its clients based on a claim that any goods or the normal use thereof furnished under this Contract constitute any infringement of any patent of any country, if notified promptly in writing and given authority, information and assistance (at Contractor's expenses) for the defense of same, and Contractor shall pay all damages and costs awarded therein against UNESCO or its clients. In case use of said goods or any part is enjoined, Contractor shall, at its own expense and at its option, either procure of UNESCO or its clients the right to continue using the goods, modify them so they become non-infringing or, with the approval of UNESCO, remove said goods and refund the purchase price, including transportation and installation costs.

### 12. FIRE AND EXTENDED COVERAGE INSURANCE

At all times prior to delivery, the Contractor shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Contract in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Contractor and UNESCO as their interests may appear.

### 13. VARIATION IN QUANTITIES

The quantities specified in this Contract must not be exceeded or decreased without the prior written authorization of UNESCO.

### 14. CHANGES

UNESCO may at any time by written instruction make changes within the general scope of this Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Contractor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; providing, however, that UNESCO may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 22. However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against UNESCO unless it is in writing and signed by a duly authorized representative of UNESCO.

### 15. TERMINATION FOR CONVENIENCE

UNESCO may terminate this Contract, in whole or in part, upon notice to the Contractor. Upon receipt of notice of termination, the Contractor shall



take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNESCO may request the Contractor to complete. To the extent that the computation of such payment due from UNESCO may not make the Contractor whole in respect of termination under this provision, the Contractor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 14 above.

#### **16. REMEDIES FOR DEFAULT**

In case of failure by the Contractor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNESCO may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event UNESCO may hold the Contractor responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Contract; (4) require Contractor to ship via premium means, at Contractor's expenses, to meet the delivery schedule; (5) impose liquidated damages.

#### **17. LIQUIDATED DAMAGES FOR DELAY**

Subject to Clause 18, if the Contractor fails to deliver all or part of the goods or perform any of the services within the time period specified in the Contract, UNESCO may, without prejudice to any other rights and remedies, deduct from the total price stipulated in this Contract an amount of 0.35% of the price of such goods or unperformed services for each calendar day of delay until actual delivery up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

#### **18. FORCE MAJEURE**

Notwithstanding the provisions of Clauses 16 and 17, the Contractor shall not be liable for default or liquidated damages, to the extent that its failure to perform its obligations under this Contract is the result of an event of Force Majeure. For purposes of this Contract, Force Majeure is defined as an event beyond the control of the Contractor; not involving the Contractor's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

#### **19. SOURCE OF INSTRUCTION**

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance pursuant to this Contract. The Contractor shall refrain from any action which may adversely affect UNESCO.

#### **20. OFFICIALS TO BENEFIT**

The Contractor warrants that no official of UNESCO or any Government has received or will be offered by the Contractor any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is breach of an essential term of this Contract.

#### **21. USE OF NAME EMBLEM OR OFFICIAL SEAL OF UNESCO**

Unless authorized in writing, the Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNESCO or use the name (or any abbreviation thereof), emblem or official seal of UNESCO for advertising or for any other purpose.

#### **22. ASSIGNMENT AND INSOLVENCY**

The Contractor shall not, except after obtaining the prior written approval of UNESCO, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Contractor's rights or obligations under this Contract. Should the Contractor become insolvent or should control of the Contractor change by the virtue of insolvency, UNESCO

may, without prejudice to any other right or remedy, terminate this Contract by giving the Contractor written notice of such termination.

#### **23. CHILD LABOUR**

The Contractor represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

#### **24. MINES**

The Contractor represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

#### **25. ARBITRATION**

Any controversy or claim arising out of or in connection with any provision of this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules in force at the date of this Contract. UNESCO and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

#### **26. CONCILIATION**

Where, in the course of such direct negotiation referred to in Clause 25 above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

#### **27. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNESCO.

#### **28. SECURITY**

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in condition 28 above.

#### **29. ANTI-TERRORISM**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

### 30. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

### 31. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

**Reporting of allegations to UNESCO.** The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

### 32. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

### 33. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data 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, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under the Contract. The Contractor may not communicate at any time to any other person, government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy. The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

### 34. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

After termination of this Contract, unless otherwise agreed between the Parties in writing, the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of those Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

## ANNEX IX – Special Contract Conditions

*The following Special Conditions shall complement, supplement, or amend the General Terms and Conditions (Annex VIII). Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.*

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | <b>Warranty/guarantee:</b> If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.  |
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | <b>Liquidated damages:</b> If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to <b>0.15</b> percent of the original total contract price for <b>each calendar day</b> of delay until actual delivery, up to a maximum deduction of 10 percent of the purchase order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order. |
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | <b>Performance Guarantee</b><br>-Within 30 days of receipt of the UNESCO Contract, the successful Bidder shall furnish a Performance Security in the form of a Bank Guarantee to UNESCO in the amount of 10% of the Contract value.  |
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | <b>Related Service Contract:</b> The special services for commissioning/installation and training of users will form an integral part of the Purchase Order/Contract.  |
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | <b>Special Payment Conditions:</b><br>The following special terms of payment shall apply (supplements the Clause 3 of the General Terms and Conditions) :<br><br>100% of the Equipment will be paid within 30 days of receipt of the Supplier's invoice accompanied by the required supporting documents and after provisional acceptance by the Consignee/Project.<br><br>100 % of the special services (installation/commissioning and user training) will be paid upon completion within 30 days upon receipt of the Supplier's invoice   |
| <b>Compliance with any other clause required?</b>                                   |  |
| <input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply |  |

## ANNEX X – Model Performance Guarantee

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*Sample of acceptable form of Performance Security is provided here below. Bidders shall not complete the Performance Security form at this stage of the procurement process. Only the successful Bidder shall be required to provide this security in the form of a Bank Guarantee if so requested by UNESCO.*

*[insert bank's name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of UNESCO HQ or Field Office]*

**Date:** *[insert date]*

**IRREVOCABLE BANK GUARANTEE No.:** *[insert Performance Guarantee number]*

WHEREAS *[insert name of the supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract Ref. *[insert contract no]* dated *[insert date]* to supply *[insert brief description of Goods and Services]* hereinafter called "the Contract",

AND WHEREAS it has been stipulated in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract, AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total amount of *[amount of the guarantee in figures and words]* and we hereby irrevocably undertake to pay you without cavil or argument, and waiving expressly all rights of objection and defense arising from the above mentioned contract, upon your first written demand, any sum or sums up to the above total amount without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until and including the *[insert date]* and expires in full and automatically if your written request for payment is not in our possession on or before that date at our above address, regardless of such date being a banking day or not.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

Signed this *[insert date]*

\_\_\_\_\_  
*[signature(s) of an authorized representative(s) of the Bank]*