



27 January 2017

Tender No.: FAOETH/SFE/ADM/PU-242/16

[BY EMAIL/COURIER]

## **INVITATION TO BID (ITB)**

**CLOSING DATE: February 15, 2017 – 14:00 hrs Addis Ababa, Ethiopia time**

The Food and Agriculture Organization of the United Nations ("FAO" or "Organization") is an intergovernmental organization with more than 194 member countries. Since its inception, FAO has worked to alleviate poverty and hunger by promoting agricultural development, improved nutrition and the pursuit of food security - defined as the access of all people at all times to the food they need for an active and healthy life.

To achieve its goals, FAO cooperates with thousands of partners worldwide, from farmers' groups to traders, from non-governmental organizations to other UN agencies, from development banks to agribusiness firms (further and more detailed information on FAO can be found on the internet site: <http://www.fao.org>).

In preparing your bid, you should take into account the international status and activities of FAO by submitting your best commercial terms. You should also be aware that FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.

FAO intends to award a Long Term Agreement (LTA) with the company demonstrating through a written offer, a high degree of experience, ability, competency and best-practice in providing

### ***Unarmed Security Guard Services.***

An LTA is a written agreement between the selected supplier and FAO that is established for specific goods or services at prescribed prices or pricing provisions for up to five years, against which specific Purchase Orders can be placed at any time during the defined period and with no legal obligation to order any minimum or maximum quantity of services.

You are hereby invited to submit your best offer in connection with the award of such services.

The following procedures have been established by this Organization for the award of this Agreement:

#### 1. **Procedures**

- 1.1 You are invited to submit an offer for the above-mentioned services. A description of the requested services is provided in **Appendix A**;
- 1.2 In submitting your offer you are supposed to have considered all aspects relevant to the performance of the proposed contract and to have obtained all necessary information and data as to risks, contingencies and other circumstances which may influence or affect your offer;

- 1.3 It is understood that all documents, calculations, etc. which may form part of your offer will become the property of the Organization, who will not be required to return them to your firm;
- 1.4 The Organization may decide to make a partial award or no award at all should it consider that the results of this tender and/or any other related circumstance so require;
- 1.5 FAO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in **Appendix A** from any other source at any time;
- 1.6 All costs incurred to prepare your bid have to be borne by you; FAO will not be liable to reimburse any or all of such cost;
- 1.7 The Organization reserves the right to publish the details of awards, including supplier name and country, total Contract value and a brief description of the services. In all cases, unsuccessful bidders will be notified;
- 1.8 Registration as a vendor in the UN Global Marketplace (UNGM), [www.ungm.org](http://www.ungm.org), is a prerequisite for receiving an award from FAO. Please register your firm with UNGM. If your firm is not registered, by submitting an offer, you authorize FAO to register your firm in UNGM on your behalf.
- 1.9. The Organization has adopted a zero tolerance approach to fraud, and it prohibits firms from engaging in corrupt, fraudulent, collusive, coercive, unethical and obstructive practices when participating in procurement activities. As provided by the Vendor Sanctions Procedures ([http://www.fao.org/fileadmin/user\\_upload/procurement/docs/FAO\\_Vendors\\_Sanctions\\_Policy\\_-\\_Procedures.pdf](http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf)), if the Organization determines that a firm has engaged in such conduct, it will impose sanctions and may share information on sanctioned firms with other Intergovernmental or UN Organizations;
- 1.10 A firm and its affiliates, agents and subcontractors should not be suspended, debarred, or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). You are therefore required to disclose to the Organization whether your firm, or any of your affiliates, agents or subcontractors, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to the contract or at any time throughout the execution of the contract. You acknowledge that a breach of this provision will entitle FAO to terminate its contract with your firm, without any liability for termination charges or any other liability of any kind of FAO, and that material misrepresentations on your status constitute a fraudulent practice;
- 1.11 Bidders must certify that their firm is not associated, directly or indirectly, with entities or individuals (i) that are associated with terrorism, as in the list maintained by the Security Council Committee established pursuant to its Resolutions 1267 (1999) and 1989 (2011), or (ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. Selected bidders also agree to undertake all reasonable efforts to ensure that none of the funds received from FAO under the awarded contract are used to provide support to individuals or entities associated with terrorism or that are the subject of Security Council sanctions. This provision must be included in any subcontracts, sub-agreements or assignments entered into under the awarded

contract. The Bidder acknowledges and agrees that this provision is an essential term of the awarded contract and any breach of these obligations and warranties shall entitle FAO to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any liability of any kind of FAO;

- 1.12 Bidders must certify that their company and/or subcontractors are not associated, directly or indirectly, with the consultant or any other entity who prepared the terms of reference or other bidding documents for this tender;
- 1.13 Please note that Bidders who use an independent consultant to assist in the preparation of offers may risk engaging in unacceptable practices if the same consultant assists another Bidder to prepare an offer for the same tender. Bidders are reminded that they are fully responsible for the conduct of any consultant who may be used to prepare offers for FAO tenders and they should take all measures to ensure that any independent consultant engaged to assist in the preparation of an offer for an FAO tender has not and will not be involved in the preparation of an offer for another Bidder for the same tender process.

Bidders are kindly requested to disclose to the best of their knowledge whether their company has any personal or professional relationships with FAO. The disclosure shall include all relevant details and should include, but not be limited to:

- **ANY** current or past employment relationship with FAO of your company's representatives and employees;
- **ANY** current or past relationship with any FAO staff member (family members, spouses, etc.) of your company's representatives and employees.

## 2. **Documents Enclosed**

The following documents are enclosed:

- 2.1 The "**Bid Summary**" form, to be used for submitting your offer;
- 2.2 **Appendix 'A'** (Terms of Reference) to the Letter of Invitation, with the detailed description of the Security Services required and the mandatory requirements to participate in this tender;
- 2.3 **Appendix 'B'** to the Letter of Invitation - Price list
- 2.4 A sample of the Contract that the Organization intends to award.

## 3. **Documents to be Submitted.**

Your offer should consist of the following clearly identified items:

- 3.1 The duly completed "**Bid Summary**" mentioned in paragraph 2.1 above;
- 3.2 **Documents Demonstrating Compliance with the Mandatory Requirements. Failure to provide required information/documents may result in the disqualification of the bidder from the tender evaluation process.**

Bidders are required to fulfil the following **mandatory requirements**:

- 3.2.1 Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the services being offered. The information shall show **at least 5 years of experience** in the provision of Security Guards Services for UN or International Organizations working in Ethiopia.
- 3.2.2 Copy of **Registration as a legal entity by Ethiopian authorities**, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;
- 3.2.3 **At least two contracts for Security Services of comparable value to the proposed contract or of a higher value executed by the bidder during the last five (5) years**, and a statement of the value of each contract and the name and address of the employer in each case;
- 3.2.4 **Comply with the minimum personnel qualifications as detailed in Appendix A**, paragraph F for the Senior Security Guard, Security Supervisor and Security Guards. The information provided shall highlight experience in servicing international organizations of similar size and nature as FAO/UN, including relevant certificates, accreditations, awards and citations received;

Bidders shall provide the following additional documents:

- 3.2.4 Detail of services currently being provided by the bidder, including the value of each contract and the equivalent thereof in local currency and the name and address of the employer in each case;
  - 3.2.6 Implementation plan (including guards' shift plan/work schedule to cover all the posts required and training program), list of equipment provided (meeting the minimum required as per Appendix A) and Standard Operating Procedures applicable to the Security Services requested.
  - 3.2.7 Latest Financial Statements (Income Statement and Balance Sheet) for the past two years (2015, 2016) including Auditor's Report if available;
- 3.3 The duly completed **Appendix B** to the Letter of Invitation, indicating the costs for the services required;

#### 4. **Evaluation**

- 4.1 The Bids received will be evaluated against the mandatory requirements detailed in 3.2 above. Pass/Fail methodology will be used to evaluate each one of the mandatory requirements. Failure to comply with any of the mandatory requirements will result in disqualification of the bid.
- 4.2 Offers meeting the mandatory requirements will be evaluated on the basis of their responsiveness to the Terms of Reference (**Appendix A**) against the following evaluation criteria:

<b>Technical evaluation Criteria</b>	<b>Maximum Points</b>
Company's additional years of Experience with UN or International Organizations (5 points per additional year on top of the minimum required of five years).	30
Recommendation letter from previous clients, showing satisfactory performance of services (5 points per recommendation letter).	30

<b>Technical evaluation Criteria</b>	<b>Maximum Points</b>
Comprehensive and coherent implementation plan, equipment list and SOPs as detailed in 3.2.6 above.	20
Additional years of experience of Security Guards (2.5 points per additional year on top of the minimum required of three years).	10
Additional years of experience of Senior Security Guard and Supervisor (2.5 points per additional year on top of the minimum required of three years).	10
<b>Maximum Points of Technical Offer</b>	<b>100</b>

- 4.3 The Technical offer represents 20% of the overall evaluation. The Rating of the Technical Offer (TO) will be obtained through the following formula:

$$\text{TO Rating} = (\text{Total Points Obtained by the Offer} / \text{Max. Obtainable Points for TO}) \times 20$$

- 4.4 The Financial offer represents 80% of the overall evaluation. Offers will be evaluated according to the pricing information provided through **Appendix 'B'** (price list) for the total costs for all security posts required for the estimated duration of the LTA. The Rating of the Financial Offer (FO) will be then obtained through the following formula:

$$\text{FO Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 80$$

- 4.5 The contract will be awarded to the offer with the highest Total Combined Score, which will be obtained through the following formula:

$$\text{Total Combined Score} = \text{TO Rating} + \text{FO Rating}$$

FAO further reserves the right to consider, and disqualify firms based on, financial stability of the Company, documented prior poor performance, including but not limited to poor quality of goods or services provided, late delivery and unsatisfactory performance.

## 5. **Completeness of Bid**

Bids will only be considered if they contain all of the above information and documents and observe the provisions of the enclosed sample contract as otherwise it will not be possible to evaluate them on an equal basis. Since this Organization is not allowed to sign contracts which do not specify its maximum financial liability, proposals which do not allow us to calculate such liability may be rejected.

## 6. **Participation by the Organization**

You should examine carefully the nature and extent of the participation in the contract performance by the Organization as set out in **Annex II of the enclosed Agreement** since such contract assumes that all other requirements for its successful completion are provided at the cost of the Contractor. **You should therefore state in the appropriate space provided in the "Bid Summary" (Part II) any additions or modifications of the said Annex II which you suggest for a satisfactory performance of the contract.**

7. **Privileges and Immunities**

This Organization enjoys certain privileges and immunities which include exemption from payment of VAT, customs duties and importation restrictions. Please do not include 15% VAT in your offer.

8. **Currency of Bid and of Contract**

Your proposal should be expressed in **ETB (Ethiopian Birr)**.

9. **Form of submission and closing date**

9.1 Your offer should be submitted as follows:

**TO ENSURE THE VALIDITY OF YOUR OFFER, IT MUST BE SUBMITTED AS FOLLOWS:**

**1. A) EMAIL (PREFERRED METHOD) TO THE FOLLOWING EMAIL ADDRESS ONLY:**

**FAO-DO-TENDERS@FAO.ORG**

**PLEASE INCLUDE THE TENDER REFERENCE **FAOETH/SFE/ADM/PU-242/16** IN THE SUBJECT LINE OF THE EMAIL.**

**2. B) COURIER/HAND DELIVERED (IF EMAIL IS NOT AVAILABLE) IN A SEALED ENVELOPE MARKED AS FOLLOWS:**

**TENDER NUMBER: **FAOETH/SFE/ADM/PU-242/16**.  
**DO NOT OPEN UNTIL FEBRUARY 15, 2017, 14 HRS.****

**FAO Sub regional Office for Eastern Africa and Representation to the African Union (AU) and  
United Nations Economic Commission for Africa (UNECA) and the  
FAO Representation in Ethiopia.  
PO BOX 5536, Addis Ababa. Tel. +251-11-647-8800**

**3. OFFERS RECEIVED BY ANY MEANS OTHER THAN INDICATED ABOVE **WILL BE CONSIDERED INVALID!****

**4. RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME.**

**OFFERS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE CONSIDERED INVALID!**

**5. OFFERS ARE TREATED AS CONFIDENTIAL - PLEASE DO NOT COPY ANY OTHER RECIPIENT.**

**6. ALL E-MAIL SUBMISSIONS SHOULD BE IN PDF FORMAT, QUOTING THE FAO TENDER NUMBER AS THE EMAIL SUBJECT. YOUR OFFER MAY BE SUBMITTED IN ONE OR MORE EMAILS NOT TO EXCEED 10 MB EACH.**

9.2 Your offer should reach this Organization **no later than:**

***February 15, 2017 – 14:00 hrs (Addis Ababa, Ethiopia time)***

10. **Communications concerning this tender**

10.1 All communications concerning this tender should mention the tender number (TENDER No. **FAOETH/SFE/ADM/PU-242/16**) and should be submitted as soon as possible via Email to the following address **fao-et@fao.org** or by FAX to the number +251-11-647-8800

**IMPORTANT: Deadline for technical questions is February 7, 2017.**

A minute with the answers will be provided to all interested bidders and will be also posted in UNGM website not later than **February 8, 2017**.

11. **Bidders protest:**

Fairness and transparency are fundamental principles for FAO procurement activities. Firms that believe that the procurement process was not fair and transparent may request feedback from the office that issued the tender. If a satisfactory response is not received, a firm may present a protest following the bid protest procedures detailed in the following link: <http://www.fao.org/unfao/procurement/codedeconduitethique/protests/en/>. To report allegations of fraud or misconduct in the procurement process, bidders may submit information, also anonymously, to the Office of the Inspector General Hotline: <http://www.fao.org/aud/69204/en/>.

I take this opportunity to express my appreciation for your interest in assisting this Organization in the implementation of its activities.

Yours sincerely,

William Manuel  
International Procurement Officer (IPO)

**TENDER No. FAOETH/SFE/ADM/PU-242/16**

**BID SUMMARY**

Instructions: Please complete the spaces left blank below. Prices should be quoted in Ethiopian Birr (ETB).

PART I: Commencement of Contract Performance

// I undertake to commence the performance of the contract immediately or not later than 1 March 2017 upon receipt of the contract duly signed by both Parties.

PART II: Participation by the Organization in the contract performance (see Annex II of the Contract)

Either:

// I certify that the inputs to be provided by the Organization, as set out in Annex II of the sample Contract, are adequate and sufficient for a satisfactory contract performance;

or

// For a satisfactory contract performance, the following would have to be provided:

\_\_\_\_\_

\_\_\_\_\_

PART III: Costs offered

// Find attached Appendix B to the Letter of Invitation showing the costs related to the goods required.

PART IV: Completeness of Bid

// I confirm having obtained all relevant data and information as regards risk, contingencies, and any other circumstances which may influence or affect the performance of the contract, which have been duly taken into account in the formulation of this bid.

PART V: Certification of Proper Procedures

// I certify that my firm/organization (including all members of a consortium, if applicable) and its subcontractors are not associated, directly or indirectly, with the consultant or any other entity who prepared the terms of reference or other bidding documents for the project.

// I acknowledge that my firm is responsible for any consultant, including independent consultants, who assists in the preparation of offers and confirm that my firm has taken all measures to ensure that any independent consultant engaged to assist in preparing this offer has not and will not be involved in the preparation of another bid for another bidder for the same tender process.

PART VI: Conflict of Interest Disclosure

Either:

// To the best of my knowledge, I confirm that none of my firm's representatives or employees have a current or former employment relationship with FAO, and none of my firm's representatives or employees has a current or past relationship with an FAO staff member (family members, spouses, etc.).

or

// I have provided below details regarding the following representatives or employees of my firm who

have a current or former employment relationship with FAO and/or who have a current or past relationship with an FAO staff member:

\_\_\_\_\_  
\_\_\_\_\_

**PART VII: Contract Provisions:**

// I confirm that the terms and conditions of the contract/s as enclosed with the letter of invitation are acceptable except for the reservations explicitly set out in this offer.

\_\_\_\_\_  
\_\_\_\_\_

// I certify that my firm has not and will not engage in corrupt, fraudulent, collusive, coercive, unethical or obstructive practices during the selection process and throughout the negotiation and execution of the contract.

// I confirm that my firm, including any affiliates, agents or subcontractors, is not subject to any sanction or temporary suspension imposed by an Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by an institution or body of an economic integration organization (e.g., the European Union). If my firm, or any affiliates, agents or subcontractors, has been subject to any temporary suspension or sanction by any such organization or National Authority within the preceding three years, I have provided further information below:

\_\_\_\_\_  
\_\_\_\_\_

// I certify that my firm is not associated with any individual or entity appearing on the 1267/1989 list of the UN Security Council or with any individual or entity subject to any other sanctions or enforcement measures promulgated by the UN Security Council.

**PART VIII: Validity of Bid:**

This offer is valid for acceptance for a period of two (2) MONTHS as from the deadline for the submission of the offer indicated in the letter of invitation.

Name of Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Person(s) to contact:

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

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

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

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

## **Appendix A. Terms of reference**

### **A. INTRODUCTION:**

1. The Contractor shall provide security services, which should include providing security guards for the protection of the personnel and premises of the FAO located in CMC Road near Guard Shola beside ILRI Compound, Addis Ababa, Ethiopia, as detailed below:
2. The Contractor shall provide all supervisory, management and other personnel with requisite experience, education and ability and other resources to plan and provide security services operations to the FAO Ethiopia. The Contractor should also be responsible for ensuring the proper functioning of the security items located on the premises. The Contractor shall perform to the standards and shall follow all applications and directives as identified in this Terms of Reference.
3. This Invitation to Bid (ITB) shall lead to a Long Term Agreement (LTA) with the company demonstrating through a written offer a high degree of experience, ability, competency and best-practice in security services, and providing the best value for the money.
4. An LTA is a written agreement between the selected supplier and FAO that is established for specific goods or services at prescribed prices or pricing provisions for up to five years, against which specific Purchase Orders can be placed at any time during the defined period and with no legal obligation to order any minimum or maximum quantity of services.
5. The expected LTA would be valid for an initial period of one year to be extended, on the same terms & conditions for additional four years at FAO's discretion upon:
  - Satisfactory evaluation of performance, based on an internal survey and performance assessment;
  - Continued requirement for the security guard services;
  - Availability of funding;
  - Retention of the same rates as agreed with FAO during the 5 years of the Agreement, except when the rates will be reduced without a reduction in the scope or quality of services; and
  - Other extenuating circumstances as may be found or deemed appropriate by FAO, based on its standard principles.
6. Contract Commencement Date: The contractor is expected to start delivering services on **1st March 2017**.

### **B. MINIMUM PRODUCTS AND SERVICES REQUIRED BY FAO:**

7. The Contractor shall provide security services and protection to the personnel, assets and premises of the FAO Ethiopia. This shall include, but not limited to the following:
  - a. Access Control – The Contractor's personnel shall be tasked to prevent unauthorized access to the facilities, property, personnel and resources of the FAO facilities in Ethiopia. The Contractor's personnel shall strictly implement Access Control Procedures in place (according to FAO Security Unit or UNDSS Standard Operating Procedures).
  - b. CCTV – If available at premises and as instructed by FAO Security Unit, the Contractor's personnel shall be tasked to monitor the Closed Circuit Television (CCTV) system to prevent breach to the perimeter of the facilities.

- c. X- Ray machine – If available at premises and as instructed by FAO Security Unit, the Contractor’s personnel shall be tasked to operate the X-ray machine at the main entrance of the premises.
- d. Fire equipment system – The Contractor’s personnel shall be tasked to operate any fire equipment or systems available at FAO premises.
- e. Patrolling – The Contractor’s personnel shall be tasked to provide security to the exterior of all offices, monitor facility fences and protect FAO’s owned equipment, using roving patrols where required. There will also be a requirement to escort visitors to/from offices within the facilities when needed.
- f. Prevention of the unauthorized removal of FAO property – At each exit/entry point the Contractor shall be tasked to prevent the unauthorized removal of UN property. This shall entail a visual, non-destructive, and non-invasive search of vehicles as well as a search of hand carried items.
- g. Fire Prevention– the Contractor’s personnel shall be tasked to assist FAO staff in ensuring evacuation of the facilities in accordance with the UN Emergency Procedures, and also with the use of fire-fighting equipment prior to arrival of the Emergency Services.
- h. Medical Emergencies – The Contractor’s personnel shall be tasked to assist FAO in ensuring that all their staff are adequately trained in first aid to a required level to ensure that each and every security staff member can confidently respond to a medical emergency. FAO shall ensure that the security personnel are adequately trained in their duties in the event of a mass casualty exercise.
- i. Hostile surveillance and reconnaissance detection – The Contractor’s personnel shall be tasked to assist FAO in detecting hostile surveillance and reconnaissance incidents and report them to the FAO authorized official immediately. Such capacity shall be maintained and enhanced through delivering regular hostile surveillance and reconnaissance detection training to the security guards.
- j. Crime Scene Protection - The Contractor’s personnel shall be tasked to mark and secure any scene of crime or incident, from unauthorized entry.
- k. Maintenance of Reports - The Contractor’s personnel shall be tasked to track all incoming and outgoing UN personnel and Visitors in writing. In addition the Contractor’s personnel shall maintain a Daily Occurrence Book, detailing ‘occurrences’ and events which occur during each shift including their observations while conducting regular patrols around FAO Premises.

**C. SECURITY SERVICES STAFF:**

- 8. The Contractor shall be responsible for providing all equipment, materials and personnel for the execution of the services. FAO Ethiopia will approve equipment, uniforms and other materials prior to their use in the performance of this contract.
- 9. The Contractor shall provide security services and protection of personnel, assets, property and facilities of FAO Ethiopia as follows:

<b>Personnel</b>	<b>Function</b>	<b>Total workstations<sup>1</sup></b>	<b>Schedule requirement</b>
Security Guard	Tower guard	2	24 hours, 7 days per week
Security Guard	Escort	2	From 8am to 6pm during working days

<b>Personnel</b>	<b>Function</b>	<b>Total workstations<sup>1</sup></b>	<b>Schedule requirement</b>
Security Guard	Reception/Visitor attendant	2	From 8am to 6pm during working days
Security Guard	Barrier protector A	1	24 hours, 7 days per week
Security Guard	Barrier protector B	1 <sup>2</sup>	From 8am to 6pm during working days
Security Guard	Gate attendant	1	24 hours, 7 days per week
Security Guard (male)	Body search	1	From 8am to 6pm during working days
Security Guard (female)	Body search	1	From 8am to 6pm during working days
Senior Security Guard	Patrol guard	1	24 hours, 7 days per week
Security Supervisor	Supervisor	1	From 8am to 6pm during working days
	<b>Total workstations</b>	<b>13</b>	

<sup>1</sup> A workstation could be covered by different personnel, according to different working shifts or schedules, in line with the current labour regulations of Ethiopia.

<sup>2</sup> Additional unit, so during the working days from 8am to 6pm there should be 2 Barrier Protectors.

10. The Contractor shall provide properly qualified security personnel, in the correct numbers and work shifts to cover the posts detailed above, according to the current labour laws in force in the Federal Democratic Republic of Ethiopia, including but not limited to the following:
- Normal hours of work shall not exceed 48 hours a week.
  - Hours of work shall spread equally over the working days of a week, provided, however, where the nature of the work so requires hours of work in any one of the working days may be shortened and the differences be distributed over the remaining days of the week without extending the daily limits of eight hours by more than two hours.
  - The Contractor shall avoid the use of overtime.

#### **D. PERSONNEL:**

11. The Contractor shall furnish all personnel to accomplish the duties and work required by FAO. The personnel so furnished shall be employees of the Contractor. The Contractor shall be able to provide relief personnel to cover for holidays or in the event of regular personnel not reporting for duty at the appropriate time for whatever reasons. The Contractor shall be able to provide appropriate relief staff within one (1) hour of notification of absenteeism.
12. The Contractor remains responsible for any subcontractor personnel he/she may employ. There will be no contractual relationship between FAO Ethiopia and any subcontractor used or employed by the Contractor. The Contractor will remain the sole responsible agent for any and all elements of the contractual agreement, regardless of any arrangements between the Contractor and the subcontractor.
13. The Contractor shall provide and maintain all necessary insurance, including medical coverage for the security personnel, equipment and operations at FAO Ethiopia. The use of alcoholic beverages and/or illegal drugs by the Contractor's personnel, while on duty, is strictly forbidden. The Contractor shall immediately remove and replace any employee who is under, or strongly suspected of being under, the influence of alcohol or drugs.

14. Contractor's personnel shall not loiter in any working area or patron area. Upon completion of their assigned duty shift, employees shall depart the facility. All security personnel shall wear identification badges with a minimum of the Contractor's name and the employee's name.
15. The Contractor shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.
16. The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. FAO may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by FAO for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.
17. FAO shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or subcontractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or subcontractors performing work or services in connection with this Contract.

#### **E. DUTIES:**

18. Security Supervisor: Responsible for the day to day performance of the private security guard-force employed to secure FAO premises.
  - a. Manages the duties of the security guards ensuring that all guards conduct their duties competently
  - b. Manages the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
  - c. Liaises on a daily basis with FAO security focal point.
  - d. Reports all incidents to FAO security focal point.
  - e. Submits all required reports promptly and properly.
  - f. Ensures that the daily occurrence log is properly maintained.
  - g. Ensures that the Visitor's log is properly maintained.
  - h. Ensures that the security procedures of FAO Ethiopia are properly executed.
  - i. Ensures that FAO access control policies are properly executed and adhered to.
  - j. Ensures that the guards are properly dressed at all times while on duty.
  - k. Ensures that the guards report for duty on time and do not leave their duty posts until properly relieved.
  - l. Ensures that all security guards have proper duty sheets and that they are properly trained to execute their duties.
  - m. Ensures that the correct number of security guards is present on duty at all times.
  - n. Ensures that security guards are properly trained by the Contractor on their roles in the event of an emergency (medical, fire, bomb scare, etc.).
  - o. Reports any deficiencies in the performance of the guard-force to FAO security focal point.
  - p. Ensures that all necessary and required emergency equipment (fire alarm system, fire extinguishers, safety boxes, CCTV system, torches, etc.) are in place and properly maintained and kept in proper working order.
  - q. Operates all FAO equipment provided for the guard-force.
  - r. Ensures the proper control and management of contractors and deliveries.

- s. Ensures that all escape routes are kept clear and accessible and that emergency doors locks are maintained.
- t. Ensures that all access doors and gates are kept locked when required.
- u. Arranges with FAO security focal point to conduct regular training sessions for guards.
- v. Executes any additional tasks and duties that may be delegated by FAO security focal point from time to time.

19. Senior Security Guard:

- a. Manages the duties of the security guards of their shift ensuring that all guards conduct their duties competently.
- b. Reports all incidents to the Security Supervisor and the FAO security focal point or authorized official.
- c. Submits all required reports promptly and properly.
- d. Ensures that the daily occurrence log is properly maintained.
- e. Ensures that the visitor's log is properly maintained.
- f. Ensures that the security procedures of FAO are properly executed.
- g. Ensures that FAO access control policies are properly executed and adhered to.
- h. Ensures that the guards are properly dressed at all times while on duty.
- i. Ensures that the guards report on duty on time and do not leave their duty posts until properly relieved.
- j. Responsible for all FAO equipment provided for the guard force.
- k. Ensures the proper control of vehicles in to the premises.
- l. Assists the Security Supervisor in the execution of his duties.

20. Guards. General responsibilities:

- a. Report on time for duty and remain at duty post until properly relieved.
- b. Report for duty properly dressed in a clean and neat uniform.
- c. Take proper care of all FAO equipment provided for the execution of duties.
- d. Must have a detailed knowledge of FAO security procedures and ensure that these procedures are properly executed.
- e. Ensure that FAO access control policies are properly executed and adhered to.
- f. Be courteous and polite at all times.
- g. Must know the FAO emergency procedures.
- h. Particular duties of Guards:
  - i. Barrier protection: Vehicles shall be searched and checked with mirror metal detector before entry.
  - ii. Gate attendant: Visitors shall be searched and ID cards checked and registered.
  - iii. Reception: assist visitors upon their arrival at the office in an effective, kind and professional manner and register their names and direct them to the relevant departments.
  - iv. Watch tower: shall be manned at all times and controlled to prevent thefts, parking of outsider's cars and placement of foreign objects at the parking area and in front of premises.
  - v. Body search: ensure all female and male visitors entering/leaving the premises are frisked properly. Any weapon to be confiscated at the gate with proper documentation of the incident. The weapon shall be returned as authorized by FAO security focal point when the visitor leaves the office.
  - vi. Escort: after identification of the visitor, the guard shall ensure to escort the visitor to the staff's office if authorized to do so.

## **F. QUALIFICATIONS:**

21. The Contractor must ensure that all contract employees are qualified to perform the specified job task. All personnel must undergo due diligence and positive vetting before being assigned. Personnel must have a clean record and may not have been convicted of any felony or misdemeanour during a five (5) year period preceding the date of submitting proposals. Police reports attesting to this from the personnel country of origin and/or Ethiopia will be made available to FAO upon request.
22. Security Supervisor and Senior Security Guard. The Contractor is to provide proof of the following:
  - a. Minimum of secondary school qualification.
  - b. Minimum experience as Security Guard of 3 years.
  - c. Must be able to speak, read and write English
  - d. Must not have a criminal background.
  - e. Should have a military or police background/training.
  - f. Trained and qualified to use detection equipment such as hand-held metal detectors, x-ray machines and walk-through metal detectors.
  - g. Minimum of 3 years of experience in supervising security guards in a similar environment.
23. Security Guards. The Contractor is to provide proof of the following:
  - a. Minimum of primary school qualification.
  - b. Minimum experience as Security Guard of 3 years.
  - c. Must be able to speak, read and write English
  - d. Must not have a criminal background.
  - e. Should have a military or police background/training.
  - f. Trained and qualified to use detection equipment such as hand-held metal detectors, x-ray machines and walk-through metal detectors.
24. Contractor is to provide proof of the following:
  - a. Must have a history in the security industry of at least 5 years.
  - b. Must provide an implementation plan to ensure successful provision of services and management of the Agreement.
  - c. Must demonstrate personnel management skills through Standard Operating Procedures for the different activities performed by Security Guards.
  - d. Must demonstrate that they have an acceptable security-training program and that the personnel offered will have proper security training.
  - e. Must be able to provide substitute guards at short notice.
  - f. Must be properly registered in accordance with Ethiopian laws and legislation.
  - g. Shall provide upon FAO's request details of employment benefits provided to their employees, which shall meet or exceed the minimum required by Ethiopian laws and legislation.
  - h. Must ensure that security personnel are given sufficient rest-days.

## **G. CONTRACTS MANAGER:**

25. The Contractor should appoint a Contract Manager who shall act with full authority for the Contractor and shall be responsible for overall management and daily performance of the LTA. The Contract Manager shall be the central point of contact for the LTA and shall be available at all times to meet on the implementation with FAO Authorized Officer or his/her designated representative. The Contractor shall designate this individual in writing (listing name, address and contact telephone numbers) to the FAO Authorized Officer or his/her designated representative no later than 10 working days prior to the LTA start date.

## **H. UNIFORMS:**

26. The Contractor shall provide all security personnel with a full set of uniform. All uniforms shall be appropriate and take into account functionality, working environment and climatic conditions. The Contractor's personnel shall present a neat appearance and shall be easily recognized. Employees shall wear uniforms when on duty. Uniforms shall be in good repair, freshly laundered, well fitting, and colour coordinated. Employees shall wear fresh uniforms every day and the Contractor shall have extra uniforms available to allow employees to change if a uniform should become heavily soiled. Uniforms shall not contain commercial advertising except that hats or nametags may contain the name of the Contractor's firm. Shoes shall be standardized and shall be clean and of sturdy construction and shall cover the foot completely. Employees shall wear socks or hose as appropriate. Open toe shoes, sandals, sneakers, canvas shoes, shoes with high platforms, spiked heels, or heels higher than two inches shall not be worn. The uniform will include:

- a. Trousers.
- b. Shirts (Pilot type with two pockets and epaulettes).
- c. Belt.
- d. Cap.
- e. Badges (company name and rank).
- f. Shoes.
- g. Jersey.
- h. Jacket.
- i. Baton with baton holder (except Supervisor).
- j. Handcuffs with handcuff holder.
- k. Stick with stick holder.

## **I. EQUIPMENT:**

27. As a minimum, the Contractor is required to provide the following equipment for the Senior Security Guard, Supervisor and Security Guards:

- a. Electric Torch or flash light.
- b. Batons.
- c. Cell phone with hands-free set.
- d. Whistles.
- e. Walkie-Talkie
- f. Mobile Patrol Vehicle (for Senior Security Guard and Supervisor)

## **J. TRAINING:**

28. The Contractor is required to submit documented evidence that their security personnel receive proper training in the following subjects:

- a. The role and function of Security Personnel.
- b. Access control procedures.
- c. Telephone procedures.
- d. Emergency procedures (bomb threat, evacuation, fire, medical, demonstrations, unruly behavior, etc.).
- e. Patrolling procedures.
- f. Basic First Aid.
- g. Use of fire extinguishers.
- h. Incident reporting procedures.
- i. Keeping of proper security occurrence and incident logs.
- j. Uniform care and presentation.

- k. Personal hygiene and appearance.
- l. Operation of baggage X-ray machine.
- m. Operation of hand-held metal detectors.
- n. Operation of walk-through metal detectors.
- o. Operation of CCTV equipment.
- p. Operation of fire systems or devices.

#### **K. REMOVAL OF EMPLOYEES:**

29. All personnel employed by the Contractor in the performance of the services or any representative of the Contractor entering FAO's facilities and premises, shall abide by all security regulations of the premises and shall be subject to such checks as may be deemed necessary. FAO Ethiopia reserves the right to direct the removal of any employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of the Contractor's personnel for reasons stated above shall not relieve the Contractor from responsibility for total performance in relation to this agreement.

#### **L. PERFORMANCE EVALUATION MEETINGS:**

30. The Contract Manager/Supervisor of the Contractor shall be required to meet at least weekly with FAO Responsible Officer or his/her representative during the first month of the contract and thereafter monthly to review the implementation of the contract and other related matters. The Contract Manager/Supervisor will be responsible for the distribution of properly recorded minutes of such meetings.

31. The following Key Performance Indicators (KPI) may be considered in the resultant LTA:

- a. Gaps in Coverage-no show alerts.
- b. The Contractor shall explain how quickly (regardless of the date or time) FAO shall be alerted if there is a potential gap in scheduled coverage.
- c. The Contractor shall provide monthly statistics showing any coverage lapses.
- d. The Contractor should provide some means to record that all guards are active, at least once every 30 minutes during the night shifts. The Contractor shall provide an easy method that confirms those checks were recorded.
- e. The Contractor shall establish, in conjunction with FAO, a list of all locations that shall be checked and the timing for those checks. The Contractor shall provide an easy method that confirms those checks were recorded.
- f. The Contractor shall provide a procedure that objectively records on-site guard shifts. The Contractor shall show how the invoiced shifts coincide with the recorded on-site guard shifts.
- g. The Contractor shall establish, in conjunction with FAO, a procedure for recording and providing regular incident reports on the status and happenings of Security Guard Services.
- h. The Contractor shall provide an easy method to view those reports by an FAO authorized officer, anytime, anywhere.

#### **M. RECORDS AND AUDITS:**

32. The Contractor shall be required to maintain a complete and separate financial record and accounts for all transactions pertaining to or materially relevant to the operation at FAO Ethiopia facilities in relation to the LTA. This will include, but not limited to, invoices, bills, receipts, vouchers, payroll records, disbursement records, general and sub ledgers and other documentation pertaining to or substantiating expenditure and receipt of revenue on either an accrual or cash basis. The original financial ledgers and sub-ledgers and all original supporting documentation will be made available to inspection and audit by FAO or any of its designated auditors, either internal, external or specialist,

within 24 hours of a written request by the FAO Ethiopia authorized officer to so present the records. This condition will be binding from commencement to twelve (12) months after expiry of the contract.

**N. INSURANCE AND LIABILITIES TO THIRD PARTIES:**

33. The Contractor shall maintain all appropriate personnel's compensation and other liability insurance to cover its employees, agents, servants, and subcontractors performing work or services in connection with the LTA.
34. The Contractor shall maintain third party liability insurance in an adequate amount for personal injury or death, or loss of, or damage to, property arising from the acts or omissions of the Contractor, its agents, servants, employees or subcontractors performing work or services in connection with this Contract, including the operation of any vehicles or other equipment, or the use of firearms.

**O. PAYMENT FOR CONTRACTOR'S SERVICES:**

35. Full payment shall be made within thirty (30) days of receipt of the original invoice, unless FAO Ethiopia disputes the invoice or a portion thereof. With respect to disputes regarding only a portion of the invoice, FAO Ethiopia shall pay the Contractor the amount of the undisputed portion within thirty (30) days. Once a dispute regarding an invoice or a portion thereof has been resolved, FAO Ethiopia shall pay the Contractor within thirty (30) days.

## Appendix 'B' - Price list

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

Personnel	Function	Service requirement	A	B	A x B	A x B x 12	Annual increment in % (if any) <sup>1</sup>
			Total workstations	Unit monthly price per workstation (ETB)	Total monthly cost per function (ETB) (workstation x unit price)	Total Annual cost (ETB) per function	
Security Guard	Tower guard	24 hours, 7 days per week	2				
Security Guard	Escort Guard	From 8am to 6pm during working days	2				
Security Guard	Reception/Visitor attendant	From 8am to 6pm during working days	2				
Security Guard	Barrier protector A	24 hours, 7 days per week	1				
Security Guard	Barrier protector B	From 8am to 6pm during working days	1				
Security Guard	Gate attendant	24 hours, 7 days per week	1				
Security Guard (male)	Body search	From 8am to 6pm during working days	1				
Security Guard (female)	Body search	From 8am to 6pm during working days	1				
Senior Security Guard	Patrol guard	24 hours, 7 days per week	1				
Security Supervisor	Supervisor	From 8am to 6pm during working days	1				
		<b>Total workstations</b>	<b>13</b>	<b>Grand total (ETB)</b>			

<sup>1</sup> The increment shall apply upon the annual renewals of the LTA. Please do not include 15% VAT in your price quotation. All costs above shall remain fixed for the duration of the agreement.

Name (Authorised Person): \_\_\_\_\_

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

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

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

منظمة  
الأغذية والزراعة  
للأمم المتحدة

联合国  
粮食及  
农业组织

Food and Agriculture  
Organization of the  
United Nations



Organisation des  
Nations Unies pour  
l'alimentation et  
l'agriculture

Продовольственная и  
сельскохозяйственная  
организация  
Объединенных Наций

Organización de las  
Naciones Unidas para la  
Agricultura y la  
Alimentación

**LONG TERM AGREEMENT No. SC/FAO/SFE/ADM/PU-**

between

**THE FOOD AND AGRICULTURE ORGANIZATION  
OF THE UNITED NATIONS**

FAO Sub regional Office for Eastern Africa and Representation in Ethiopia to  
the African Union (AU), United Nations Economic Commission for Africa  
(UNECA)

and

**[SELECTED CONTRATOR]**

established and existing under  
the laws of Ethiopia,

with its registered offices located at:

\_\_\_\_\_

**THIS LONG TERM AGREEMENT FOR THE PROVISION OF UNARMED SECURITY GUARD SERVICES** is made

BETWEEN:

**The Food and Agriculture Organization of the United Nations** (“FAO”), an intergovernmental organization established on 16 October 1945 as a Specialized Agency of the United Nations, Sub regional Office for Eastern Africa and Representation in Ethiopia to the African Union, United Nations Economic Commission for Africa;

AND:

[**Contractor**], a company established under the laws of the Federal Democratic Republic of Ethiopia and having its principal offices at \_\_\_\_\_ (the “Contractor”);

FAO and the Contractor are hereinafter collectively referred to as the “Parties”;

WHEREAS:

- A. FAO, in accordance with its Constitution, cooperates with governments, civil society organizations and other partners, to alleviate poverty and hunger by promoting agricultural development, improved nutrition and the pursuit of food security.
- B. FAO wishes to obtain Security Guard Services as described in the Agreement.
- C. By Invitation to Bid (ITB) No. FAOETH/SFE/ADM/PU-242/16 dated January 14, 2017, FAO invited offers for the provision of Security Guard Services; by bid received on (...), the Contractor responded to ITB No. FAOETH/SFE/ADM/PU-242/16 representing that it is qualified, capable and willing to provide the required services.
- D. FAO wishes to engage the Contractor to undertake the services, all on the terms and conditions set forth in this Agreement; and the Contractor represents that it is willing to carry out the services on the same terms and conditions.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

**SECTION I - SPECIAL PROVISIONS**

**ARTICLE 1 – DESCRIPTION OF SERVICES TO BE PROVIDED BY THE CONTRACTOR**

- 1.1 The Contractor shall provide the services listed in **Annex I: “Specifications of Services to be provided and Related Costs”** at the prices stipulated therein, it being understood that such services shall include those which, while not specifically provided for in the said Annex I, are implied by generally accepted professional standards.
- 1.2 The Contractor must accept and honour all Purchase Orders approved by FAO, including FAO’s General Terms and Conditions detailed in **Section II** below. It is understood that FAO is under no obligation to purchase any service under this Agreement and that FAO assumes liability for payment only for the services satisfactorily completed and delivered by the Contractor and for which a Purchase order has been approved by FAO.
- 1.3 Except for the participation by the Organization in the performance of this Agreement, as specified in Article 4 below, the Contractor shall be responsible for providing at its own expense all personnel services and all equipment, materials and supplies required for the execution of the Services referred to in paragraph (1.1) above.

**ARTICLE 2 – AGREEMENT DURATION.**

- 2.1 This Agreement becomes effective and the Contractor shall commence its performance immediately upon its signature by both Parties.
- 2.2 This Agreement shall be valid for a period of one (1) year from the date of signature and may be extended unilaterally by the Organization for up to four (4) additional years under the same terms, prices, agreed incremental rates and conditions, by delivery of 30 days advance notice to the Contractor. Any extension of this Agreement, beyond the initial period specified herein, shall be subject to the approval of the relevant FAO authorized(s) official(s).

**ARTICLE 3- PERSONNEL OF THE CONTRACTOR**

- 3.1 To carry out the Services of this Agreement, the Contractor shall provide all necessary personnel. The Contractor’s remuneration will be calculated on the basis of the services provided up to the total fixed amount which has been agreed upon, at the rates set out under **Annex I** “Specifications of Services to be provided and Related Costs”. In determining the total fixed amount payable for personnel services the Contractor is deemed to have exercised appropriate professional judgment and to have given full consideration to working conditions in Ethiopia, including availability of relevant

services, facilities, information and data required for its performance. It is agreed, therefore, that while the Contractor may, at its discretion, modify the periods of service of its personnel as set out in the **Annex I** “Specifications of Services to be provided and Related Costs”, in order to ensure satisfactory Contract performance, it shall not be entitled to any payments for personnel services in excess of the total fixed amount specified.

- 3.2 The Organization may, at any time, request the Contractor to account for the periods of Security Guards actually employed by it in the execution of this Agreement and where it is determined that the Contractor has made substantial savings in the periods of service as set out in the **Annex I** “Specifications of Services to be provided and Related Costs” of this Agreement, the Organization may use the costs in **Annex I** to determine adjustments of the fixed amount payable for personnel services. The Organization may also use the **Annex I** as a basis to determine eventual adjustments of the remuneration due to the Contractor as a result of changes in the Services to be executed by the Contractor.
- 3.3 The rates established by the Contractor for the payment of Security Guard Services as set out in the **Annex I** “Specifications of Services to be provided and Related Costs”, represent the full costs for such services including, but not limited to, the costs of salary and allowances, overtime, social security contributions, health, medical and pension benefits and of all other expenditures in connection with the services of the Contractor's personnel.
- 3.4 The Contractor shall provide the Organization with detailed personal history statements of Security Guards to be assigned to this Agreement, including proof of Police background checks for each and shall not assign any such Security Guards without prior authorization from the Organization. No replacement shall be done of any Security Guard without prior authorization from the Organization. The Contractor's personnel shall generally adhere to the standards of conduct governing personnel of the Organization. Additional costs incurred by the Contractor for the replacement of its personnel because they fail to comply with such standards of conduct or as a result of death, illness or disability shall be borne by the Contractor.
- 3.5 The Security Guards provided for this Agreement shall be nationals of Ethiopia, male or female. Guards assigned to the Agreement should be literate and able to speak and write English, in general good health, fit to perform physical tasks associated with the guard duties that he or she would be assigned to.
- 3.6 The Contractor shall provide the guards uniforms, hand-held radios and all necessary equipment and supplies that may be required for the execution of the Agreement as detailed in **Annex I**. To ensure the tidiness and cleanliness of personnel assigned to the Agreement, all Guards would be issued with sufficient uniforms and kits at least twice a year. If the Contractor fails to provide the uniforms at reasonable intervals, may

constitute grounds for Agreement termination.

- 3.7 The Contractor will take all the necessary measures to ensure that his personnel adopt ethical and moral conducts free of all suspicion. The FAO Representative or the duly appointed person can, at any time, request in writing the replacement of a Guard due to unsatisfactory service or incompatible conduct to FAO ethics. The Contractor will then have to immediately replace the Guard in question at its own cost. This request of Guard replacement shall not be considered as breaching this Agreement.
- 3.8 The Organization will not be responsible to neither any kind of action, omission, negligence or misconduct of the employees, agents, wage-earners or sub-contractors of the Contractor, nor of any kind of insurance covering. The costs, expenses or requests related to any sicknesses, injuries, death or incapacities of the employees, agents, salaried employees or sub-contractors of the Contractor in the accomplishment of their duty will be at the Contractor's expense.

#### **ARTICLE 4 – PARTICIPATION BY FAO IN THE PERFORMANCE OF THE AGREEMENT**

- 4.1 It is understood that the Contractor enters into this Agreement in reliance upon FAO's undertaking to provide certain facilities as set out in **Annex II: "Services and Facilities Provided by FAO"**.
- 4.2 In the event that for any reason the facilities set out in **Annex II** are not made available, the Contractor shall immediately notify the FAO's Contract Manager, it being understood that the Contractor shall not incur expenditures beyond those authorized in this Agreement to obtain the said services and facilities without the former's written approval.

#### **ARTICLE 5 – SERVICES NOT LISTED IN ANNEX I**

- 5.1 Should FAO have a need for services not contained in **Annex I** and normally performed by the Contractor, the Contractor shall be offered the opportunity to match the price of any competitive offer that may be obtained by FAO. If the Contractor's counter offer is accepted by FAO, the goods and the agreed price may be incorporated under the appropriate heading of **Annex I** through a formal written Amendment executed by the Parties to this Agreement.

#### **ARTICLE 6 – REVISION OF PRICES**

- 6.1 The prices offered to FAO are similar to or better than the Contractor's best price offered to any customer purchasing the same services (taking into account the quantity offered, including special or time limited offers). It is agreed that if more favourable terms are granted to any customer acquiring the same services and similar quantities,

such terms will be offered also to FAO within 30 (thirty) days upon receipt of the eventual order and FAO shall be reimbursed accordingly.

- 6.2 FAO shall pay only for those services satisfactorily delivered and conforming to the Annex I of this Agreement.
- 6.3 It is understood that the costs and rates specified in Annex I, shall not be increased during the term of this Agreement as from its effective date as specified in Article 2 above and any extension thereof contemplated in Art 2.2.

#### **ARTICLE 7 - REMUNERATION AND METHOD OF PAYMENT**

- 7.1 In full consideration of the services provided by the Contractor, FAO will effect payments in accordance with the provisions of **Annex III: “Schedule and Method of Payments”**.
- 7.2 Any payment by FAO is subject to receipt at FAO’s offices a copy of the invoice duly signed by the Contractor along with clear/detailed banking instructions.
- 7.3 The Contractor shall pay or reimburse to FAO in the currency of original payment:
- 7.3.1 Overpayments made by FAO;
  - 7.3.2 Costs incurred by FAO to procure alternative work, services or supplies due to the Contractor’s default.

#### **ARTICLE 8 - LIQUIDATED DAMAGES**

The Contractor recognizes that this Agreement concerns delivery of services where “time is of the essence” and that failure to deliver the services by the scheduled date(s) or in accordance with the quantities and/or quality specified in this Agreement may cause irreparable harm to FAO. Consequently, subject to Article 16, “Force Majeure”, it is agreed that, at FAO’s sole discretion, either actual damages or liquidated damages, when FAO determines that the calculation of actual excess costs or damages is not practicable, may be applied to reduce the consideration due under the Agreement:

- 8.1 **LIQUIDATED DAMAGES FOR NON CONFORMING SERVICES:** In the event of delivery of non-conforming services, liquidated damages shall be equivalent to ten percent (10%) of the monthly cost related to the services deemed non-conforming. Liquidated damages claimed by FAO will be deemed accepted by the Contractor if not contested in writing within thirty (30) days of receipt of payment from FAO. This remedy is without prejudice to any right or remedy that may be available to FAO, including termination, for the Contractor’s non-performance or breach of any term or condition of the Agreement.

**ARTICLE 9 – INSPECTION**

- 9.1 A FAO Representative, duly authorized by the FAO Contract Manager, shall have the right to inspect the services delivered under this Agreement. Any inspection carried out by a representative of FAO shall not relieve the Contractor from any of its obligations under this Agreement, including but not limited to specifications, warranties and delivery terms.
- 9.2 FAO shall have a maximum of thirty (30) days after performance of the services to reject or refuse acceptance of the services not conforming to the terms stipulated in this Agreement and/or the specific Order. Payment of the services pursuant to this Agreement shall not be deemed to constitute acceptance of the services.

**ARTICLE 10 - EXTENSION TO OTHER UN ORGANIZATIONS**

The terms and conditions of this Long Term Agreement can be extended to other UN Agencies, entities of FAO, permanent representations to FAO and other associated entities.

**ARTICLE 11 - DESIGNATION OF THE PARTIES' CONTRACT MANAGERS**

For the purpose of the performance of this Agreement, the following persons have been designated by the Parties to represent them as far as their own individual competence and qualifications are concerned. It is understood that any decisions by such persons which would increase or decrease FAO's financial liability shall only be binding on FAO if they are the subject of a formal Amendment to this Agreement, duly signed by the FAO Ethiopia representative.

- 11.1 FAO has designated as its Contract Manager the person mentioned below:

**Name**  
Title  
Email and Telephone

- 11.2 The Contractor has designated as its Contract Managers the persons mentioned below:

**Name**  
Title  
Email and Telephone

**ARTICLE 12 – DISCLOSURE AND REPORTING**

The Contractor hereby authorizes FAO to publish the details of any contractual relationship it enters into with the Contractor, including, but not limited to, the Contractor's name and country, total value of the award and a brief description of the goods.

**ARTICLE 13 - AGREEMENT DOCUMENTS**

Only the documents mentioned below are considered to be part of this Agreement:

1. The Sections I and II consisting of pages x through x;
2. The Annexes I through III;

**SECTION II – FAO GENERAL TERMS AND CONDITIONS****Definitions**

“Contract” is used to include a purchase order, a contract, or any changes or amendments thereto, including all documents, exhibits, and attachments referenced therein, to which these Standard Provisions apply.

“Contractor” refers to the party with whom FAO is contracting to supply the goods and/or services and who shall have the sole and full responsibility for the performance of its obligations under this Contract.

“FAO” means the Food and Agriculture Organization of the United Nations.

“Goods” include equipment, spare parts, commodities, live plants or animals, seed, raw materials, components, intermediate products, or products, as specified in the Contract.

“Services” refers to the Contractor’s time, effort and/or expertise, as specified in the Contract.

**Article 1 – Legal status of the parties.**

FAO and the Contractor shall also each be referred to as a “Party” hereunder, and:

- 1.1 Pursuant, *inter alia*, to the FAO Constitution and the Convention on the Privileges and Immunities of the Specialized Agencies, FAO has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.
- 1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis FAO, and it shall be fully responsible, in particular, for the acts or omissions of its personnel, agents, or other representatives. Nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party.

**Article 2 – Responsibility for employees.**

To the extent that the Contract involves the provision of any services to FAO by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

- 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select 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.
- 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of FAO, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 2.3 At the option of and in the sole discretion of FAO:
  - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, curriculum vitae) may be reviewed by FAO prior to such personnel's performing any obligations under the Contract;
  - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of FAO prior to such personnel's performing any obligations under the Contract; *and*,
  - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, FAO has reviewed the qualifications of such Contractor's personnel, FAO may reasonably refuse to accept any such personnel.
- 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
  - 2.4.1 FAO may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
  - 2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of FAO, which shall not be unreasonably withheld.
  - 2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
  - 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
  - 2.4.5 Any request by FAO for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and FAO shall not bear any liability in respect of such withdrawn or replaced personnel.

- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of FAO with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of FAO shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by FAO, including but not limited to, a review of any criminal history;
  - 2.6.2 when within FAO premises or on FAO property, display such identification as may be approved and furnished by FAO security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to FAO for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any FAO premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform FAO about the particulars of the charges then known and shall continue to inform FAO concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within FAO premises or on FAO property shall be confined to areas authorized or approved by FAO. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within FAO premises or on FAO property without appropriate authorization from FAO.

**Article 3 – Assignment.**

- 3.1 The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except as may be provided for in this Contract or with the prior written authorization of FAO. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on FAO. Any assignment by the Contractor which is not authorized by FAO will be void and FAO reserves the right in such case, without prejudice to other rights or remedies, to terminate the Contract without liability effective upon the Contractor's receipt of notification of termination. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of FAO. Any such unauthorized delegation, or attempt to do so, shall not be binding on FAO.

- 3.2 The Contractor agrees that FAO may, at its discretion, assign, transfer, pledge, or make other disposition of this Contract or any part hereof, or any of FAO's rights or obligations under this Contract upon written notification within a reasonable period of time either prior to or following such assignment, transfer, pledge or subcontracting arrangement.

**Article 4 – Subcontracting.**

In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, and except as may be provided for in this Contract, the Contractor shall obtain the prior written approval of FAO. FAO shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that FAO reasonably considers is not qualified to perform obligations under the Contract. The approval by FAO of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. FAO shall have the right to require any subcontractor's removal from FAO premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract. The essential terms set out in Article 26 shall be included in all subcontracting arrangements entered into under this Contract.

**Article 5 – Examination and acceptance.**

- 5.1 FAO reserves the right to examine the equipment, materials and supplies and/or assess the services provided under this Contract, at any time prior to the expiry of this Contract. Without any additional charge, the Contractor shall provide all facilities for the examination and all necessary support to ensure that examinations can be performed in such a manner as not to unduly delay delivery.
- 5.2 In case of rejection by FAO of the equipment, materials, supplies and/or services provided, a new review may be carried out by the representatives of both FAO and the Contractor, if promptly requested by the Contractor and before FAO exercises any legal remedies. The Contractor shall bear the expenses of such a review.
- 5.3 If this Contract specifically requires the Contractor to procure equipment, materials or supplies on behalf of FAO, such procurement shall be of new equipment, materials or supplies unless procurement of used equipment, materials or supplies is approved in advance in writing by FAO.

**Article 6 – Delays and defaults.**

- 6.1 If there should be any delay in the performance of this Contract or any part thereof, the Contractor shall notify FAO in writing giving the cause, such notification to reach FAO no later than ten (10) days after the date on which the delay is known by the Contractor.

- 6.2 If the Contractor is unable to obtain any materials or services necessary for the performance of the Contract from its normal sources of supply, it shall remain liable for any delays when equivalent materials or services can be obtained from other sources in good time.
- 6.3 In any event, if the Contractor fails to make delivery of the materials or to complete items or services required within the time specified in the Contract, or within any extension that may be granted, FAO may, without prejudice to any further rights it may have under this Contract and in particular under Article 17:
- 6.3.1 suspend or cancel the right of the Contractor to proceed further with any items or services - or part thereof - in which there has been a delay;
  - 6.3.2 obtain elsewhere upon such terms and conditions as may be deemed appropriate, replacement items or services similar to those which the Contractor failed to provide;
  - 6.3.3 make a corresponding adjustment to the consideration payable to the Contractor; provided, however, that the Contractor shall continue performance of this Contract to the extent not suspended or cancelled under the provisions of this paragraph.
- 6.4 The Contractor shall be liable for any excess costs or damages caused to FAO by a failure or delay on the part of the Contractor in the performance of its obligations under this Contract, except where such failure or delay is due to:
- 6.4.1 causes which are attributable to FAO;
  - 6.4.2 Force Majeure, as defined in Article 16 below.
- 6.5 If, in the event of a default by the Contractor or a delay attributable to it, FAO is of the opinion that the determination of actual excess costs or damages, or any part thereof, incurred by FAO is not practicable, FAO may require the Contractor to pay, in lieu of or in addition to actual damages, as the case may be, the amount specified in, or to be calculated in accordance with, the relevant provision of this Contract, as fixed, agreed and liquidated damages for the duration of the delay or default.
- 6.6 FAO shall determine the effects of any delay or default particularly in regard to an adjustment of the consideration due to the Contractor and to excess costs or damages caused to FAO and its findings shall be binding, provided always that the Contractor shall have the right to avail itself of the provisions of Article 20.
- 6.7 FAO shall not be liable to pay interest on the amount(s) not paid to the Contractor within the payment schedule foreseen under the Contract, irrespective of the cause of such delay.

**Article 7 – Title.**

The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to FAO upon delivery of the goods and their acceptance by FAO in accordance with the requirements of the Contract.

**Article 8 – Export licensing.**

The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to FAO under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of FAO, FAO shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with FAO to enable FAO to take appropriate measures to resolve the matter.

**Article 9 – Indemnification.**

- 9.1 The Contractor shall indemnify, defend, and hold and save harmless, FAO, and its officials, agents and employees, and any of its member nations or member organizations ("Members") or other ultimate beneficiaries, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against FAO, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
  - 9.1.1 allegations or claims that the possession of or use by FAO of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to FAO under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
  - 9.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 9.2 FAO may, where in its opinion, the successful implementation of the Contract or the reputation of FAO, might be prejudiced, withhold or deduct from the payments due to the Contractor under this Contract such amounts as may be required to honour third party claims brought against the Contractor if these claims are connected with the supplies or services to be provided under this Contract and if, after consultation with the Contractor, FAO is satisfied that such claims have been or may become the subject

of a judgement, injunction or similar court order.

- 9.3 In addition to the indemnity obligations set forth in this Article 9, the Contractor shall be obligated, at its sole expense, to defend FAO and its officials, agents and employees, pursuant to this Article 9, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 9.4 FAO shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of FAO or any matter relating thereto, for which only FAO itself is authorized to assert and maintain. FAO shall 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.
- 9.5 In the event the use by FAO of any goods, property or services provided or licensed to FAO by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 9.5.1 procure for FAO the unrestricted right to continue using such goods or services provided to FAO;
- 9.5.2 replace or modify the goods or services provided to FAO, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing;  
*or,*
- 9.5.3 refund to FAO the full price paid by FAO for the right to have or use such goods, property or services, or part thereof.
- 9.6 For the purposes of this Article, the term “third party” shall be deemed to include, *inter alia*, officials, employees and other representatives of the United Nations, FAO, and other Specialized Agencies participating in the implementation of this Contract as well as any person or entity employed by the Contractor or otherwise performing services for, or supplying goods to, the Contractor.

#### **Article 10 – Insurance and liability.**

- 10.1 The Contractor shall pay FAO promptly for all loss, destruction, or damage to the property of FAO caused by the Contractor’s personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 10.2 Unless otherwise provided in the Contract, prior to commencement of performance of

any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

- 10.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- 10.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
- 10.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
- 10.2.4 such other insurance as may be agreed upon in writing between FAO and the Contractor.
- 10.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 10.4 The Contractor acknowledges and agrees that FAO accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 10.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by FAO, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
  - 10.5.1 name FAO as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
  - 10.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against FAO;
  - 10.5.3 provide that FAO shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
  - 10.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to FAO.

- 10.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 10.7 Except for any self-insurance program maintained by the Contractor and approved by FAO for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to FAO. Prior to the commencement of any obligations under the Contract, the Contractor shall provide FAO with evidence, in the form of certificate of insurance or such other form as FAO may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. FAO reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 10.5.3, above, the Contractor shall promptly notify FAO concerning any cancellation or material change of insurance coverage required under the Contract.
- 10.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

**Article 11 – Encumbrances and liens.**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with FAO against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or FAO.

**Article 12 – Equipment furnished by FAO to the contractor.**

Title to any equipment and supplies that may be furnished by FAO to the Contractor for the performance of any obligations under the Contract shall rest with FAO, and any such equipment shall be returned to FAO at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to FAO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate FAO for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**Article 13 – Copyright, patents and other proprietary rights.**

- 13.1 Except as is otherwise expressly provided in writing in the Contract, FAO shall 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, or documents and other materials which the Contractor has developed

for FAO under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for FAO.

13.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor:

13.2.1 that pre-existed the performance by the Contractor of its obligations under the Contract, *or*

13.2.2 that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract,

FAO does not and shall not claim any ownership interest thereto, and the Contractor grants to FAO a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

13.3 At the request of FAO, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to FAO in compliance with the requirements of the applicable law and of the Contract.

13.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of FAO, shall be made available for use or inspection by FAO at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to FAO authorized officials on completion of work under the Contract.

#### **Article 14 – Publicity and use of the name, emblem or official seal of FAO.**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with FAO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of FAO, or any abbreviation of the name of FAO in connection with its business or otherwise without the written permission FAO.

#### **Article 15 – Confidential nature of documents and information.**

All designs, drawings, specifications, reports, data, computer programs, and other technical or proprietary information compiled or developed by the Contractor or furnished or disclosed to the Contractor by FAO under this Contract (“Information”) shall be the property of FAO and shall be treated as confidential and safeguarded by the Contractor, its employees, agents and representatives. Unless otherwise authorized in writing by FAO, the Contractor shall use such Information only in the performance of this Contract. Upon completion or termination of this Contract, the Contractor shall return such Information to FAO.

- 15.1 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of FAO, the Contractor will give FAO sufficient prior notice of a request for the disclosure of Information in order to allow FAO to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 15.2 FAO reserves the right to publish or otherwise make public the Contractor's name and address, any information regarding the Contract including descriptions of the goods or services provided under the Contract and the Contract value. FAO may also disclose Information to the extent as required pursuant to the FAO Constitution or consistent with or pursuant to resolutions or regulations of the Conference of FAO or rules promulgated thereunder.
- 15.3 A Party shall not be precluded from disclosing Information that is obtained by that Party from a third party without restriction, is disclosed by the other Party to a third party without any obligation of confidentiality, is previously known by the Party who has received the Information, or at any time is developed by the Party completely independently of any disclosures hereunder.
- 15.4 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**Article 16 – Force majeure; other changes in conditions.**

- 16.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract or termination under Article 17. The Contractor shall be liable for any damages resulting from lack of notice of the *force majeure* event.
- 16.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, FAO shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 17, except that the period of notice shall be seven (7) days instead

of thirty (30) days. In any case, FAO shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

- 16.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor (or on the part of its personnel, agents, other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence. Defects in equipment, material or supplies, or delays in their availability (unless due to *force majeure*), labor disputes, strikes or financial difficulties shall not constitute an event of *force majeure*. Notwithstanding anything to the contrary herein in this Contract, the Contractor recognizes that the provision of goods and services may from time to time be performed under harsh or hostile conditions, including civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such difficult conditions shall not, in and of itself, constitute *force majeure* under this Contract. The Contractor therefore acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which FAO is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

#### **Article 17 – Termination.**

- 17.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 20, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 17.2 For the purposes of this Article, a "cause" include, without being limited to:
- 17.2.1 unforeseen causes beyond the control of FAO;
  - 17.2.2 repeated and/or serious noncompliance with laws and regulations related to social contribution, safety measures, pollution, prevention of injuries in the work place;
  - 17.2.3 serious contractual breaches compromising the normal performance of the services under this Contract;
  - 17.2.4 transfer to third parties, either directly or indirectly through an intermediary, of all or part of the rights and obligations pertaining to the services under this Contract, except for subcontracts duly authorized by FAO;
  - 17.2.5 gross negligence;

- 17.2.6 unjustified delay in the execution of the services, so as to substantially prejudice the achievement of FAO's objectives under this Contract;
  - 17.2.7 default in the submission of the performance bond as required, if applicable.
- 17.3 FAO may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of FAO applicable to the performance of the Contract or the funding of FAO applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) days' advance written notice to the Contractor, FAO may terminate the Contract without having to provide any justification therefor.
- 17.4 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by FAO, the Contractor shall, except as may be directed by FAO in the notice of termination or otherwise in writing:
- 17.4.1 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;
  - 17.4.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
  - 17.4.3 place no further subcontracts or orders for materials, services, or facilities, except as FAO and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
  - 17.4.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
  - 17.4.5 transfer title and deliver to FAO the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
  - 17.4.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to FAO thereunder;
  - 17.4.7 complete performance of the work not terminated; *and,*
  - 17.4.8 take any other action that may be necessary, or that FAO may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which FAO has or may be reasonably expected to acquire an interest.
- 17.5 In the event of any termination of the Contract, FAO shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, FAO shall not be liable to pay the Contractor except for those goods delivered and services provided to

FAO in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from FAO or prior to the Contractor's tendering of notice of termination to FAO.

- 17.6 The Contractor shall immediately report any change in its legal status or control to FAO. FAO may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 17.6.1 the Contractor 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;
  - 17.6.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
  - 17.6.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
  - 17.6.4 a Receiver is appointed on account of the insolvency of the Contractor;
  - 17.6.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
  - 17.6.6 FAO reasonably determines that the Contractor has become 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.
- 17.7 Except as prohibited by law, the Contractor shall be bound to compensate FAO for all damages and costs, including, but not limited to, all costs incurred by FAO in any legal or non-legal proceedings, as a result of any of the events specified in Article 17.6, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform FAO of the occurrence of any of the events specified in Article 17.6, above, and shall provide FAO with any information pertinent thereto.
- 17.8 The provisions of this Article 17 are without prejudice to any other rights or remedies of FAO under the Contract or otherwise.

**Article 18 – Non-waiver of rights.**

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**Article 19 – Non-exclusivity.**

Unless otherwise specified in the Contract, FAO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and FAO shall have no limitation

on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**Article 20 – Settlement of disputes, conciliation and arbitration.**

- 20.1 Any dispute between the Parties concerning the interpretation and the execution of the Contract will be settled by negotiation or, if not settled by negotiation between the Parties or by another agreed mode of settlement shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law (“UNCITRAL”), as at present in force.
- 20.2 Any dispute between the Parties concerning the interpretation and the execution of the Contract that is unresolved after conciliation shall, at the request of either Party be settled by arbitration in accordance with the UNCITRAL Arbitration Rules, as at present in force. Arbitrations under this provision shall be administered by the International Bureau of the Permanent Court of Arbitration.
- 20.3 The conciliation or the arbitration proceedings shall be conducted in any of the six (6) official languages of FAO (Arabic, Chinese, English, French, Spanish and Russian) in which the Contract is drafted. In cases in which the language of the Contract is not an official language of FAO, the conciliation or the arbitration proceedings shall be conducted in English.
- 20.4 The Parties may request conciliation during the execution of the Contract or within a period not to exceed twelve (12) months after the expiry or the termination of the Contract. The Parties may request arbitration not later than ninety (90) days after the termination of the conciliation proceedings.
- 20.5 Decisions of the arbitral tribunal shall be final and binding to the Parties. The arbitral tribunal shall have no authority to award punitive damages or, unless otherwise expressly provided in this Contract, to award interest in which case such interest shall not be in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only.

**Article 21 – Privileges and immunities and applicable law.**

- 21.1 Nothing contained in or relating to this Contract shall be deemed a waiver, express or implied, of the privileges and immunities of FAO, nor as conferring any privileges or immunities of FAO on the Contractor or its employees, nor as acceptance by FAO of the jurisdiction of the courts of any country over disputes arising out of this Contract.
- 21.2 Notwithstanding any specific provision herein, this Contract and any dispute arising therefrom shall be governed by general principles of law to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2010.

**Article 22 – Tax exemption.**

- 22.1 Article III Section 9, of the Convention on the Privileges and Immunities of the Specialized Agencies provides, *inter alia*, that FAO is exempt from all direct taxes, including any value-added tax (VAT), except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of FAO from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with FAO to determine a mutually acceptable procedure.
- 22.2 The Contractor shall explicitly specify this tax exemption on any invoice. The Contractor authorizes FAO to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with FAO before the payment thereof and FAO has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide FAO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and FAO shall reimburse the Contractor for any such taxes, duties, or charges so authorized by FAO and paid by the Contractor under written protest.

**Article 23 – Modifications.**

- 23.1 FAO may at any time by written instructions make changes within the general scope of this Contract and the Contractor shall be obliged to implement such changes in a timely manner. If any such change causes an increase or decrease in the quantities of goods and/or services or the time required for performance of this Contract, an equitable adjustment shall be made in the order price or delivery schedule, or both, and the Contract shall be amended, terminated or reissued accordingly.
- 23.2 Any claim by the Contractor for adjustment under this Article must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that FAO may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. A dispute arising from failure to agree to any adjustments shall be subject to the provisions of Article 20 of this Contract. However, nothing in this Article shall relieve the Contractor from its obligation to proceed with the performance of the Contract as changed.
- 23.3 No modification of or change in the terms of this Contract shall be valid or enforceable against FAO unless it is in writing and signed by a duly authorized officer.
- 23.4 Any modification of this Contract other than the changes provided for under paragraphs 23.1 to 23.3 above shall be effected by an amendment to this Contract to be mutually agreed between the Parties hereto.

**Article 24 – Audits and investigations.**

- 24.1 Each invoice paid by FAO shall be subject to a post-payment audit by auditors, whether internal or external, of FAO or by other authorized and qualified agents of FAO at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. FAO shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by FAO other than in accordance with the terms and conditions of the Contract.
- 24.2 The Contractor acknowledges and agrees that, from time to time, FAO 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. The right of FAO to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.
- 24.3 The Contractor shall provide its full and timely cooperation with any such inspections, 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 FAO 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 inspections, post-payment audits or investigations carried out by FAO hereunder.

**Article 25 – Limitation on actions.**

- 25.1 Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any conciliation proceedings in accordance with Article 20 above, arising out of the Contract must be commenced within twelve (12) months after the cause of action has accrued.
- 25.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**Article 26 – Essential terms.**

The Contractor acknowledges and agrees that each of the provisions in Articles 27 to 35 hereof

constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle FAO to terminate the Contract or any other contract with FAO immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**Article 27 – Source of instructions.**

The Contractor shall neither seek nor accept instructions from any authority external to FAO in connection with the performance of its obligations under the Contract. Should any authority external to FAO seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify FAO and provide all reasonable assistance required by FAO. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of FAO, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the FAO.

**Article 28 – Officials not to benefit.**

The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of FAO any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with FAO or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

**Article 29 – Observance of the law.**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. The Contractor shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to FAO, as such obligations are set forth in FAO vendor registration procedures.

**Article 30 – Labor.**

30.1 The Contractor shall:

- 30.1.1 respect the prohibition of forced or compulsory labour in all its forms;
- 30.1.2 respect the freely exercised right of workers, without distinction, to organize, to further and defend their interest as well as the protection of those workers who exercise their right to organize;
- 30.1.3 ensure equality of opportunity and treatment in respect of employment and occupation; *and*
- 30.1.4 ensure fair and reasonable conditions of safety, health and welfare.

30.2 The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

#### **Article 31 – Mines.**

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Article 32 – Sexual exploitation.**

The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of any direct beneficiary of the FAO projects or programmes receiving the goods or services provided under this Contract, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled 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, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any direct beneficiary of the FAO projects or programmes receiving the goods or services provided under this Contract, or to any persons related to such beneficiaries.

#### **Article 33 – Terrorism.**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Contract are used to provide support to individuals or entities:

- 33.1 associated with terrorism, as included in the list maintained by the Security Council Committee established pursuant to Resolutions 1267 (1999) and 1989 (2011); *or*
- 33.2 that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council.

#### **Article 34 – Sanctionable actions.**

- 34.1 The Contractor shall observe the highest standard of ethics and will certify that it has not and will not engage in Sanctionable Actions during the selection process and throughout the negotiation and execution of this Contract. The Contractor expressly agrees to abide by the UN Supplier Code of Conduct.
- 34.2 FAO, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith if the Contractor, in the judgment of FAO, has engaged in Sanctionable Actions during the selection process or in negotiating or executing this

Contract, and as appropriate, impose sanctions, as per the prevailing Sanctions Procedures

([http://www.fao.org/fileadmin/user\\_upload/procurement/docs/FAO\\_Vendors\\_Sanctions\\_Policy\\_-\\_Procedures.pdf](http://www.fao.org/fileadmin/user_upload/procurement/docs/FAO_Vendors_Sanctions_Policy_-_Procedures.pdf)), and request full or partial restitution of sums previously paid by FAO under this Contract. FAO may also share information on the sanctioned Contractor with other Intergovernmental or UN Organizations.

- 34.3 For the purpose of this Article, Sanctionable Actions are defined as follows: “Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party; “Fraudulent practice” means any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial and/or other benefit and/or to avoid an obligation; “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; “Coercive practice” is 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; “Unethical practice” is any act or omission contrary to the conflict of interest, gifts and hospitality or post-employment FAO policy (<http://www.fao.org/unfao/procurement/codedeconduitethique/en/>), as well as any provisions or other published requirements of doing business with the Organization, including the UN Supplier Code of Conduct; and “Obstructive practice” is an act or omission by a Third Party that may prevent or hinder the work of Investigation Unit of the FAO Office of the Inspector General.

#### **Article 35 – Disclosure of sanctions or temporary suspension.**

The Contractor should not be suspended, debarred, or otherwise identified as ineligible by any Intergovernmental or UN Organization, including any organization within the World Bank Group or any multi-lateral development bank, or by the institutions and bodies of economic integration organizations (e.g., the European Union). The Contractor is therefore required to disclose to FAO whether itself, or any of its affiliates or agents, is subject to any sanction or temporary suspension imposed by any such organization or National Authority at any time during the three years prior to this Contract and at any time throughout the execution of this Contract. The Contractor recognizes that a breach of this provision will entitle FAO to terminate its Contract with the Contractor, and that material misrepresentations on its status constitute a fraudulent practice.

#### **Article 36 – Collaboration with certain countries.**

FAO reserves the right to communicate in writing to the Contractor, countries from which no goods or services shall be purchased directly or indirectly for purposes of delivery, distribution, installation, or use under this Contract. These communications shall be deemed a condition of this Contract and be incorporated by the Contractor in any contracts with authorized subcontractors.

**Article 37 – Notices and communications.**

All notices and other binding communications shall be in English, or the language of the Contract, and shall be deemed to be validly given if sent by registered mail, by fax or by email with return receipt to the other Party at the address or numbers of either Party as indicated in the Contract.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Contract.

Signed on behalf of:

**THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS:**

Name and Title:

Officer-in-Charge,  
FAO Sub-regional Office for Eastern Africa and  
Representation to the AU, UNECA & Ethiopia a.i.

Date:

Signed on behalf of:

**THE CONTRACTOR**

Name and title

Date:

**Annex I**

**Specifications of services to be provided and related costs**

**[As per Appendix I of this ITB, including the financial offer of the selected Contractor]**

**Annex II**

**Services and facilities provided by FAO**

FAO has undertaken to provide the following:

- The Contract Manager will use reasonable efforts to provide to the Contractor all necessary documentation in the planning and coordination of the services.
- Copies of FAO documents shall be supplied to the Contractor or the Contractor's designated personnel, at the discretion of the Contract Manager.
- The Contract Manager shall act as a facilitator with the Contractor and any other FAO staff units that can contribute to the successful implementation of this Agreement.
- Equipment to be provided to the Contractor, which shall be returned to FAO in the same quantity and condition, taking into account normal wear and tear:
  - Body search equipment.
  - Metal detector.
  - Fire extinguishers.

Identification cards for the personnel of the Contractor to allow access to FAO facilities during assigned working hours. The Contractor shall notify FAO's Contract Manager in writing within 24 hours of any loss of FAO identification cards. All FAO identification cards will remain property of FAO and must be returned to FAO upon request, or on contract or employee termination.

- The focal point for the billing related issues shall be the Contract Manager detailed in Article 13 of Section I of this Agreement.

**Annex III. Schedule and method of payments**

1. FAO will effect monthly payments in accordance with the prices specified in Annex I and upon submission of an invoice, duly approved by the FAO Contract Manager, for services satisfactorily delivered by the Contractor and for which an Order was submitted in the online ordering system, as detailed in Article 6 of Section I.
2. The Contractor will submit to FAO one single invoice per month of completed services. Each invoice must indicate at least the following information:
  - 2.1 Agreement reference number;
  - 2.2 Description of the services delivered and covered by the invoice;
  - 2.3 Detailed amount for each separately-priced services and the total of all components;
  - 2.4 Clear and detailed banking instructions.

FAO will reject all incorrect invoices and payment will be correspondingly delayed.

3. Invoices shall be submitted to the FAO Contract Manager indicated in **Article 11, Section I** for clearance. The invoice shall be submitted for payment not later than the last working day of each month during the validity of this agreement.
4. FAO will endeavour to effect payment of the invoices submitted in accordance with paragraphs 1 through 3 above, within thirty (30) calendar days of the date of their receipt but shall under no circumstances be liable to pay interest on amounts not paid within such period.
6. FAO will make payments to a bank account indicated by the Contractor in its invoice, providing that the bank account is in the name of the Contractor and located in the country of residence of the Contractor. Any request for payment to a bank account other than that of the Contractor or to a bank other than one located in the Contractor's country of residence should be specified in a written notice with the reasons for such deviation from standard payment terms, and authorized by FAO's Contract Manager mentioned above.