

INVITATION TO BID

LITB-2017-9131201

18 April 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

SL013294 - Adult Hygiene and SL013295 - Family Hygiene Kits

THIS INVITATION TO BID HAS BEEN:

Prepared By:



Alexander Burjanadze

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

Email : aburjanadze@unicef.org

Verified By:



Valeria Markova



BID FORM

BID FORM must be completed, signed and returned to UNICEF.
 Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

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

The Undersigned, having read the Terms and Conditions of INVITATION No. **LITB-2017-9131201** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

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

Other Trade Discounts _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
SCHEDULE NO: 1 AB2018				
00010	SL013294	1 each		
	Adult hygiene kit, Ukraine			
	"Contents of the hygienen kit.Quantity Unit			
	1.Washing powder			
	- weight: 3 kg			
	- nonorganic			
	- type: for handwashing and for washing mashine			
	- for white, black, colour material			
	- phosphate-free"" - 1 pack			
	2.Dishwashing liquid			
	- volume: 500 ml			
	- type: Gel			
	- nonorganic			
	- for diswashing by hands"" - 1 bottle			
	3.Houshold soap			
	- 72% of fatty acids			
	- color: brown			
	- 200 g"" - 1 pack			
	4.Soap			
	- type: hygienic			
	- hypoallergic			
	- for all types of skin			
	- weight: 75 g"" - 4 brick			
	5.Detergent (powder)			
	- universal (for kitchen, bathroom, toilet#)			
	- powder			
	- 500 g"" - 1 bottle			
	6.Women pads			
	- with wings			
	- 4 dots			
	- 20 pcs in a pack"" - 1 pack			
	7.Women pads			
	- with wings			
	- 6 dots (night)			
	- 14 pcs in a pack"" - 1 pack			
	8.Tooth brush			
	- medium bristled			
	- with rubber handle"" - 2 pcs			
	9.Toothpaste			
	- 100 ml			
	- with mint flavour			
	- with fluoride"" - 1 tube			
	10.Shampoo			
	- for all types of hair			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
---------	------------------	---------------	------------	--------

- volume: 500 ml
- without parabens
- without dyes"" - 1 bottle
- 11.Towel
- size: 50x90 cm
- 100% cotton
- terry fabric
- without bright dye"" - 2 pcs"

Each kit should be packed in a cardboard box, labelled by UNICEF/Donor logos (4 sides/colors) and marked (PO number, content, gross weight, CBM).

1) PURCHASE OF 1-100 KITS

USD Net Amount:

Lead time in calendar days:

2) PURCHASE OF 101-1000 KITS

USD Net Amount:

Lead time in calendar days:

3) PURCHASE OF 1001-5000 KITS

USD Net Amount:

Lead time in calendar days:

4) PURCHASE OF 5001-10000 KITS

USD Net Amount:

Lead time in calendar days:

00020	SL013295	1 each		
-------	----------	--------	--	--

Family hygiene kit, Ukraine

Contents of the hygienen kit ""Quantity Unit

1.Washing powder

- weight: 6 kg
- nonorganic
- type: for handwashing and for washing mashine
- for white, black, colour material
- phosphate-free"" - 1 pack

2.Dishwashing liquid

- volume: 1 L
- type: Gel
- nonorganic
- for diswashing by hands"" - 1 bottle

3.Houshold soap

- 72% of fatty acids
- color: brown
- 200 g"" - 2 pcs

4.Soap

- type: hygienic

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	- hypoallergic			
	- for all types of skin			
	- weight: 75 g"" - 6 pcs			
	5.Detergent (powder)			
	- univereal (for kitchen, bathroom, toilet#)			
	- powder			
	- 500 g"" - 1 ""plastic bottle""			
	6.Women pads			
	- with wings			
	- 4 dots			
	- 20 pcs in a pack"" - 2 packs			
	7.Women pads			
	- with wings			
	- 6 dots (night)			
	- 14 pcs in a pack"" - 2 packs			
	8.Tooth brush			
	- medium bristled			
	- with rubber handle"" - 3 pcs			
	9.Tooth brush			
	- soft bristled			
	- with rubber handle"" - 1 pcs			
	10.Toothpaste			
	- 100 ml			
	- with mint flavour			
	- with fluoride"" - 2 tubes			
	11.Shampoo			
	- for all types of hair			
	- volume: 1 L			
	- without parabens			
	- without dyes"" - 1 bottle			
	12.Towel			
	- size: 50x90 cm			
	- 100% cotton			
	- terry fabric			
	- without bright dye"" - 4 pcs			
	13.Baby moisture cream			
	- without parabens			
	- package volume: 250 ml"" - 1 jar			

Each kit should be packed in a cardboard box, labelled by UNICEF/Donor logos (4 sides/colors) and marked (PO number, content, gross weight, CBM).

1) PURCHASE OF 1-100 KITS

USD Net Amount:

Lead time in calendar days:

2) PURCHASE OF 101-1000 KITS

USD Net Amount:

Lead time in calendar days:

3) PURCHASE OF 1001-5000 KITS

USD Net Amount:

Item No	Item Description	Quantity/Unit	Unit Price	Amount
	Lead time in calendar days:			
	4) PURCHASE OF 5001-10000 KITS			
	USD Net Amount:			
	Lead time in calendar days:			

Incoterms & Delivery Requested	Lead Time & Related Charges		
Packing			
Unit : Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	
Total: Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	

SPECIFIC TERMS AND CONDITIONS

UNICEF Ukraine wishes to enter into a Long Term Arrangement for the period of June 2017 # May 2018 (with a right of renewal for an additional period of 6 months) for supply of Adult and Family Hygiene Kits. Accordingly, we enclose our Invitation to Bid No. LITB-2017-9131201 and you are requested to submit your bid, as instructed, on or before bid closing time (14:00 of 28.04.17).

In addition, please note that:

The quantities stated in the bid are estimates only; any agreement that UNICEF subsequently enters into with a supplier, will not obligate UNICEF to purchase any minimum or maximum quantity/monetary value; and ceiling prices must remain fixed for a minimum period of 6 months;

UNICEF is authorized to procure goods only outside the bonded area. That means that the supplies should be imported on supplier's name and prices should include customs and duties that required for delivery to consignees. CIP delivery term is not acceptable. Kindly ensure that all prices quoted in the bid are VAT free;

It is important that you read all of the provisions of the bid, to ensure that you understand UNICEF's requirements and can submit an offer in compliance with them. This includes completion of each item of the Bid Form, pointing the prices in USD and lead times, and its submission in a sealed envelope. Note that failure to bid in USD, or in accordance with the requested terms/instructions, will result in automatic invalidation of your bid. BID FORM must be completed, signed, stamped and returned to UNICEF.

SPECIFIC TERMS AND CONDITIONS

1. LONG TERM ARRANGEMENT

1.1 UNICEF wishes to enter into non-exclusive Long Term Arrangement(s) (#LTA#) for the procurement of the items listed above, as required from time to time during the term of the LTA. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these items, and that purchases will be made only if and when there is an actual requirement. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA(s).

1.2 SPECIFICATIONS

The specifications pointed in the Bid Form are the present requirement and need to be met. The bidders should indicate prices/amounts and lead times for the required specifications.

1.3 The quantities outlined in this bid, are an estimated forecast of the total requirement for the proposed duration of the LTA. The estimates are provided in good faith and shall not in any way, be deemed to be a commitment on the part of UNICEF regarding any quantity for future purchases.

1.4 Purchases will be made against Purchase Orders to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA(s). Actual quantities to be purchased, will vary from Purchase Order to Purchase Order.

2. TERM

2.1 The proposed LTA shall be valid for an initial period of one year (June 2017-May 2018), with a right of renewal for an additional period of 6 months (June 2018-November 2018). Prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for minimum 6 month period from the date of Bid Opening, provided however that:

(a) The successful bidder shall have the right to review its prices after 6 months from the date of Bid Opening and shall notify UNICEF in writing 30 days prior to the 6 month expiry, of price maintenance or a proposed price decrease or increase. UNICEF shall be entitled to either accept the price decrease/increase or to cancel the LTA, and shall notify the bidder in writing

of its decision;

(b) In the event that the successful bidder is able to offer UNICEF a discounted price on placement of bulk orders, the unit prices shall be reduced for specific Purchase Orders.

3. PRICES AND DISCOUNTS

3.1 Bidders are requested to:

Provide unit prices in USD, that will remain firm, subject to the right to review as outlined in clause 2. Failure to quote in USD will invalidate the bid;

3.2 Point discounts applicable for bulk purchases. Given that UNICEF might order any of the listed commodities and within any of the pointed quantities, USD net amounts should indicate the possible volume discounts in case of purchase of 1 # 100, 101-1000, 1001-5000, 5001 # 10000 kits.

4. LEAD TIMES

4.1 The stated lead times per commodities/quantities must be realistic and reliable. Bidders are requested to note that UNICEF will monitor and measure the performance of the successful bidder, by comparing the actual delivery time with the Bid lead times. Delays that have not been approved by UNICEF via an Amendment of the Purchase Order will result in the implementation of the LIQUIDATED DAMAGES - see Clause 8.

5. SAMPLES

5.1 UNICEF reserves the right to request free, non-returnable samples of the item and/or the packing material for evaluation and testing by UNICEF, or its representative, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate.

5.2 Requested samples/documentation must be submitted within 24 hours upon receipt of such request.

6. BIDDER REPRESENTATIONS

6.1 The bidder represents and warrants that:

(a) The items offered shall be new and factory packed, and free from defects in workmanship and materials;

(b) It has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF's or the ultimate recipient's rights to use, dispose of or otherwise deal with any item that may be acquired under any Purchase Order.

6.2 The successful bidder will be required to acknowledge that UNICEF may further distribute the goods supplied to its Programme partners, including procurement services customers and accordingly the benefit of any warranties provided and liabilities entered into with UNICEF, shall be passed on to them.

7. QUALITY ASSURANCE INSPECTION (QAI)

7.1 All items offered must be new, unused, and free from defects, top quality meeting the standard specifications of the items quoted.

7.2 All orders are subject to production monitoring and/or pre-delivery inspection. UNICEF reserves the right to conduct production monitoring/pre-delivery inspection at the manufacturer's premises prior to dispatch. The Vendor shall permit UNICEF or its authorized representative to have full access to the manufacturing facilities at all reasonable times to inspect the production, testing and packaging of the material and shall provide assistance to the representative for such inspection, including copies of any test results or quality control reports as may be necessary.

7.3 The Vendor/manufacturer will be required to notify UNICEF in writing well in advance of the proposed date for pre-delivery inspection.

7.4 Such inspection(s), if conducted, including payment effected do not relieve the Vendor from his contractual obligations or guarantee acceptance of the goods.

7.5 Vendor must ensure that the product delivered complies with specifications contained in the

UNICEF purchase order. If the goods are rejected by UNICEF, or by its appointed inspection agency, for unsatisfactory design, failure to comply/meet the required specifications, manufacturing defects, inadequate packing, inadequate markings, non-standard specifications/production or other related quality problem, or if the goods/shipment are not available or completely ready for inspection, then the Vendor will be financially liable to pay/reimburse UNICEF the costs of such re-inspection(s) and for transportation and all related charges of the re-inspection. These charges will be deducted from Vendor's invoices at the time of payment.

7.6 Vendor alone is responsible for the quality of the products they supply irrespective of whether they have been inspected and tested by UNICEF or its appointed inspection agency.

8. LIQUIDATED DAMAGES FOR LATE DELIVERY

For the late delivery of items, UNICEF shall be entitled to claim liquidated damages from the successful bidder, and deduct 0.5% of the value of the items pursuant to a Purchase Order, per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the successful bidder from any of its other obligations or liabilities pursuant to any Purchase Order.

9. PAYMENT

9.1 UNICEF standard payment term is a bank transfer within 30 calendar days after receipt of COMPLETE PAYMENT DOCUMENTATION # Itemized Invoice in UAH and Delivery Confirmation (signed/stamped by the consignee Waybill/TTN).

9.2 The UAH price(s)/amount(s) should be calculated based on the USD prices converted with UN exchange rate on the invoice date. Invoice should be issued after relevant delivery and clearly indicate net amount, VAT amount and total amount as well as valid bank details on the invoice to ensure proper bank transfer. NB: VAT charges must be mentioned as a separate item in the invoice, clearly indicating the amount to be paid.

9.3 Tax Invoice must be provided in order for UNICEF to process the payment VAT inclusive.

10. SUPPLIER EVALUATION: Unless the same information has been provided within the last 12 months, the successful bidder(s) will be requested to submit completed VENDOR MASTER REGISTRATION TEMPLATE FOR GSSC and provide information described in the Supplier Profile Form (which is referred to in INSTRUCTIONS TO BIDDERS). This information and supporting documents such as Annual Report, Audited Financial Statement, Registration Certificate, Quality System Certificate, etc, will be used by UNICEF for evaluation and approval purposes before making an award. It is in the interest of the bidders to provide information as complete as possible, as awards will only be made to suppliers who meet UNICEF's supplier selection criteria.

11. DOCUMENTATION: UNICEF reserves the right to request bidders to provide, upon request, copies of internal quality control test results or certificate of analysis conducted at independent laboratories, certificates of approval by the respective government, health or local authority for the manufacture and /or sale of the item.

12. GENERAL TERMS AND CONDITIONS: The UNICEF General Terms and Conditions attached to this bid, shall apply to any resulting LTA and related Purchase Orders. In the case of any inconsistencies, the following order of precedence shall prevail: (a) The UNICEF General Terms and Conditions; (b) The LTA; (c) The Purchase Order.

SPECIAL NOTES

1 VALIDITY OF OFFER: The offer must be valid for minimum of six (6) months from the date of opening of Bids.

2 BID/PAYMENT CURRENCY: Bidders must quote in US Dollars. The payment will be proceeding in UAH to converted by UN Exchange rate on a day of invoice (to be issued after relevant delivery).

3 PAYMENT TERMS. Offers requesting prepayment or Letter of Credit will not be considered. UNICEF proceeds bank transfers after receipt of supplier's original invoice and delivery confirmation signed/stamped by consignee.

4 DELIVERY TERM: DDP UNICEF Warehouse in Vishnevoyee, DDP UNICEF Warehouse in Belogorodka, DDP UN Warehouse in Dnipro, DDP Mariupol, DDP Kharkiv, DDP Kramatorsk, DDP Zaporizhzhya and DDP Severodonetsk.

5 PACKING (to be included in the kit price): (1) Shall be of a sturdy export quality cardboard, and of a commercial standard that will provide adequate protection of the goods for carriage by road to final destinations countrywide, including remote locations under adverse climatic and storage conditions, and high humidity; (2) The packaging unit shall be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing.

6 MARKING AND LABELLING (to be included in the kit price): The cartons shall be labelled by UNICEF and Partner's Logos (4 sides X4 colors) and marked with: (a) UNICEF Purchase Order number, (b) Description of content, (c) Gross Weight; (d) Cubic Measurement.

INSTRUCTIONS TO BIDDERS/RESPONSE FORMAT.

1. Completing BID FORM:
 - (a) Pages 3-.... should be completed, signed and stamped by an authorized representative of the company;
 - (b) Given that UNICEF might order any of the listed commodities and within any of the pointed quantities, USD net amounts should indicate the possible volume discounts while lead times should indicate number of calendar days needed in case of purchase of 1 # 100, 101-1000, 1001-5000, 5001 # 10000 kits.
 - (c) USD NET AMOUNTS (VAT FEEE) should include all costs (supplies, handling fee, assembling, packing, gluing, marking, loading and transportation) for deliveries to any above locations;
 - (d) LEAD TIMES (from order to the kits handover): Bidders must point how many calendar dates will be required from UNICEF Purchase Order until handover of the kits to the destinations.
2. Securing the Bid: The completed, signed and stamped Bid Form (pages 3-13) must be securely closed in the Bid Envelope, clearly MARKED on the outside with the BID NUMBER: "LITB-2017-9131201".
3. Submitting the Bid: The sealed envelope (marked : "LITB-2017-9131201") shall be hand delivered to UNICEF Operations Section, 28 Instytutska Street, 01021 Kyiv, Ukraine (Tel: 380 44 3399379) and placed in the locked Tender Box by 14:00 of Friday 28.04.2017.
4. Opening of Bids: Sealed envelopes will be publicly opened at 14:00 of Friday 28.04.2017. One representative from each bidding company may attend the bid opening.
5. Evaluation of Bids: Evaluation will be based on reliability of the supplier, acceptance of samples, lowest prices and shortest lead times.

IMPORTANT: Bids should be submitted in accordance with the above instructions and using this English document format as prescribed above. Bids received in any other manner, at a different address or in a different format, or which do not respect the required confidentiality, or received after 14:00 of 28.04.2017, will be INVALIDATED. UNICEF will accept no responsibility for the premature opening of a bid which is in the not properly identified

envelope.

INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING BIDS

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

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

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

1.4 Bids received without the Bid number will be INVALIDATED.

2. TIME FOR RECEIVING BIDS

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

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

3. PUBLIC OPENING OF BID

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

4. REQUEST FOR INFORMATION

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

5. ERROR IN BID

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

6. CORRECTIONS

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

7. MODIFICATION AND WITHDRAWAL

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

7.2 Bids may be withdrawn on written or faxed request received from Bidders prior to the opening time and

date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

8. VALIDITY OF BIDS

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

9. CURRENCY OF BIDS

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

10. INCOTERMS

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

11. SUPPLIER REGISTRATION AND EVALUATION

11.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must apply to become a UNICEF supplier and this is done via the UNGM website at <http://www.ungm.org>. The assessment of the application is based on the relevance of the products to UNICEF. Please note that a UNGM registration should be completed as soon as possible, and before an award can be made.

12. COUNTRY OF ORIGIN

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

13. RIGHTS OF UNICEF

13.1 UNICEF reserves the right to INVALIDATE any Bid for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Bid.

13.2 UNICEF reserves the right to INVALIDATE any Bid received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE OF PURCHASE ORDER

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

B. PAYMENT

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number. The prices shown in this Purchase Order may not be increased except by express written, agreement of UNICEF.

C. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs 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 UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

D. EXPORT LICENCES

Notwithstanding any INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSS Notwithstanding any INCOTERM used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION

1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.

2. Refuse to accept delivery of all or part of the goods.

3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the goods and (ii) use and expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

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

L. USE OF UNICEF OR UN NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

O. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR

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

Q. MINES

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

Rev.1 - 1 February 1997


Гігієнічний набір "ДОРΟΣЛИЙ" (для 2 осіб, на 2 місяці)

Тип набору		Деталі щодо складу та кількості продуктів у наборі	
Гігієнічний набір "ДОРΟΣЛИЙ"			
№	Склад гігієнічного набору	Кількість	Одиниця виміру
1	Пральний порошок 1. вага: 3 кг 2. неорганічний 3. тип: для ручного та машинного прання 4. для білих, чорних та кольорових речей 5. безфосфатний	1	pack/упаковка
2	Засіб для миття посуду 1. об'єм: 500 мл 2. тип: гель 3. неорганічний 4. для ручного миття	1	bottle/пляшка
3	Мило господарське 1. 72% жирних кислот 2. коричневого кольору 3. 200 г	1	pack/упаковка
4	Мило косметичне 1. тип: гігієнічне, косметичне 2. гіпоалергенне 3. для всіх типів шкіри 4. вага: 75 г	4	brick/брусок
5	Засіб для чищення 1. універсальний (для миття кухні, ванної, туалету) 2. порошкоподібний 3. 500 г	1	bottle/пляшка
6	Прокладки жіночі гігієнічні 1. з крильцями 2. на 4 краплі 3. 20 шт в упаковці	1	pack/упаковка
7	Прокладки жіночі гігієнічні 1. з крильцями 2. на 6 крапель (нічні) 3. 14 шт в упаковці	1	pack/упаковка
8	Зубна щітка 1. середньої жорсткості 2. з прогумованою ручкою	2	pcs/шт
9	Зубна паста 1. об'єм: 100 мл 2. м'ятна 3. з фтором	1	tube / тюбик
10	Шампунь 1. для всіх типів волосся 2. Об'єм: 500 мл 3. без парабенів 4. Без барвників	1	bottle/пляшка
11	Рушник 1. розмір: 50x90 см 2. 100% бавовна 3. махровий 4. не яскравого кольору	2	pcs/шт

T. Lysytsia
19/04/2017

Гігієнічний набір "СІМЕЙНИЙ" (для 4 осіб, на 2 місяці)

Тип набору		Деталі щодо складу та кількості продуктів у наборі	
Гігієнічний набір "СІМЕЙНИЙ"			
№	Склад гігієнічного набору	Кількість	Одиниця виміру
1	Пральний порошок 1. вага: 6 кг 2. неорганічний 3. тип: для ручного та машинного прання 4. для білих, чорних та кольорових речей 5. безфосфатний	1	pack/упаковка
2	Засіб для миття посуду 1. об'єм: 1 л 2. тип: гель 3. неорганічний 4. для ручного миття	1	bottle/пляшка
3	Мило господарське 1. 72% жирних кислот 2. коричневого кольору 3. 200 г	2	pcs/шт
4	Мило косметичне 1. тип: гігієнічне, косметичне 2. гіпоалергенне 3. для всіх типів шкіри 4. вага: 75 г	6	pcs/шт
5	Засіб для чищення 1. універсальний (для миття кухні, ванної, туалету) 2. порошкоподібний 3. 500 г	1	plastic bottle/ пляшка пластикова
6	Прокладки жіночі гігієнічні 1. з крильцями 2. на 4 краплі 3. 20 шт в упаковці	2	pack/упаковка
7	Прокладки жіночі гігієнічні 1. з крильцями 2. на 6 крапель (нічні) 3. 14 шт в упаковці	2	pack/упаковка
8	Зубна щітка 1. середньої жорсткості 2. з прогумованою ручкою	3	pcs/шт
9	Зубна щітка 1. м'яка 2. з прогумованою ручкою	1	pcs/шт
10	Зубна паста 1. об'єм: 100 мл 2. м'ятна 3. з фтором	2	tube / тюбик
11	Шампунь 1. для всіх типів волосся 2. Об'єм : 1л. 3. без парабенів 4. без барвників	1	bottle/пляшка
12	Рушник 1. розмір: 50х90 см 2. 100% бавовна 3. махровий 4. не яскравого кольору	4	pcs/шт
13	Зволожуючий крем для дітей 1. без парабенів 2. об'єм: 250мл	1	jar/банка

T. Lysytska, 
19/04/2017