INVITATION TO BID

LITB-2020-9153423

31 January 2020

UNITED NATIONS CHILDREN’S FUND (UNICEF)

Wishes to purchase

SO 20213502 - Equipment (chromatograph, conductivity meter, distiller) for Siversky Donets Basin Management
THIS INVITATION TO BID HAS BEEN:

Prepared By:

Maryna Kazachynska
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : mkazachynska@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 email 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-2020-9153423 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 _______________
SCHEDULE NO: 1  SCHEDULE 1

00010  U484000  1 each

Water distiller to meet water quality requirements for measurements on the main equipment

Characteristics Description
Productivity Not less than 4 ± 10% l / h
Type of current variable
Voltage 220 V
Power consumption 3 kW ± 10%
Water consumption for cooling No more than 100 l per hour
Weight not more than 12 kg
Weight of the power unit not more than 3 kg
Overall dimensions, mm
plan
height
  400x290 ± 5 or similar to be pre-validated
  630 ± 5 or similar to be pre-confirmed
Overall dimensions of the power tool, mm 190#200#120 or similar, to be pre-confirmed
Operating Instructions Required
Completion Complete equipment for work
  Installation of the equipment is not included in the contract
Warranty Min 2 years

Documents on the device at the stage of bids analysis:
- Detailed description of the equipment in accordance with tender specifications, including clearly stated proposed producer and the model
- Examples of Passport (copy);
- Example of results of production testing of equipment/verification in accordance to Ukrainian legislation (copies);
- Examples of Guarantee for the equipment and materials (copies);
- Certificates of quality management system on the production of equipment and software (copies);

Documents to be provided for the delivery
- Detailed description of the equipment in accordance with tender specifications, including clearly stated proposed producer and the model;
- Passport;
- Results of production testing/verification of equipment in accordance to Ukrainian legislation;
- Guarantee for the equipment and materials.
- Act of transfer.

UNICEF/Donor’s logo requirements: UNICEF logo should be placed on the equipment

*****************************************************************************

Please fill in the information below:
Brand:.........................................................

Model:...........................................................

UAH Net Amount (without VAT):..........................

Lead time to the point of delivery DDP:..................
(in calendar days from receiving PO until handover)

00020  U484000  1 each

Laboratory conductivity and salinity metre is designed to determine the electrical conductivity, equivalent to the salt content and water temperature.

Characteristics Description

Type stationary
Measuring range

Electrical conductivity  0-200000 #Sm / cm or more, divided into several sub-ranges
Salt content  0-100000 mg / dm3 or more divided into several sub-ranges
temperature 0 ... + 70 ° # or wider range

Automatic temperature compensation
Error
electrical conductivity, #Sm/cm
salt content, mg/dm3
temperature Maximum ± 1% of reading (± 0.05 #Sm / cm or 1 significant figure, whichever is the greater)
Maximum ± 1% of reading (± 0.03 parts per million or 1 significant digit, whichever is the greater)
Maximum ± 0.5 ° #
Overall dimensions, mm Small size
Power supply 22OV
Instructions for user in Ukrainian or Russian
The interface language Ukrainian or Russian
Verification Required
Connection to computer USB
Warranty period 2 years

Documents on the device at the stage of bids analysis:
- Detailed description of the equipment in accordance with tender specifications, including clearly stated proposed producer and the model
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<th>Unit Price</th>
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<td>- Guarantee for the equipment and materials.</td>
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<td>- Act of transfer.</td>
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<td>UNICEF/Donor's logo requirements: UNICEF logo should be placed on the equipment</td>
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00030  U484000  1 each

MAIN TECHNICAL CHARACTERISTICS AND REQUIREMENTS

General description
High Performance Liquid Chromatograph (HPLC) with diode - matrix and fluorimetric detectors designed for qualitative and quantitative analysis of organic substances. HPLC will be used mainly for the analysis of surface water samples for the content of polyaromatic hydrocarbons (benzo (a) pyrene, benzo (b) fluoranthene, benzo (k) fluoronate, benzo (g, h, i) perylene, indene (1,2 3-s, d) pyrene), anthracene, naphthalene, isoproturon, diuron, perfluorooctane sulfonate, fluoranthene, bisphenol A, carbamazepine, antipyrein, 4-formylnamoantipyrine, 4-acetamidoantipyrrine, imidacloprid, terbuthylazine and thiacloprid.

HIGH must correspond to the latest technology, the proposed models should be no older than 2018 release.

Characteristic Discription
Solvent Delivery System
Type of pump 4-channel with gradient
Flow rate range 0,001-10 ml/min
Maximum pressure Not less then 440 bar
Pump plunger washing system Automatic
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<tr>
<th>Item No</th>
<th>Item Description</th>
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<tr>
<td></td>
<td>Autoinjector</td>
<td>Volume 200 vials * 2 ml or analog within the range 100-200 vials</td>
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<td>Injection volume from 0,1 µl ** 100 µl</td>
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<td></td>
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<td>Range of temperatures 4° # to 45° # or wider</td>
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<td>Back up hand injector include as additional option</td>
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<td></td>
<td>Column Thermostat</td>
<td>Type With cooling</td>
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<td>Range of temperatures From 10° # less than room temperature to 85° #</td>
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<td></td>
<td>Detectors</td>
<td>Diode Array</td>
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<td></td>
<td></td>
<td>Waverange 190-800 nm</td>
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<td>Flow cell: Not less than 10</td>
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<td>Volume: 10 µl</td>
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<td>Maximum pressure: 12 MPa</td>
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<td>Optical path length: 10 mm</td>
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<td>Spectral gap: 1,2 nm, 8,0 nm</td>
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<td>Fluorimetric</td>
<td>Waverange 200-750 nm</td>
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<td>Flow cell: not less than 4</td>
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<td>Volume: 12 µl</td>
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<td>Maximum pressure: 2 MPa</td>
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<td>Optical path length: 10 mm</td>
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<td>Spectral gap: 20 nm</td>
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<td>Sensitivity of detector: Not less than 2000:1</td>
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<td>Cell temperature range Thermostat function should be included</td>
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<td>Working range ** 1-12</td>
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<td>Temperature of use From 4° # to 35° #</td>
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<td>Size Not large, approximate 400(width)*600(height)*500(length)</td>
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<td>Dead volume Should be clearly indicated</td>
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<td>Min, but not more than 400 µl</td>
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<td>Board for connecting the second detector 1 item</td>
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<td>Columns C18 phase, that can be used for organic base, 250#4 or 250#4.8, 5 µm: 2 items;</td>
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<td>#18 phase, that can be used for organic base, 100#4 or 100#4.8, 3 µm: 2 items;</td>
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<td>Additional Chemical ware A set of 1 liter ware for solvents with special covers with holes, 5 pcs</td>
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<td>Set: Vial, Cover, Septum, 2.0 ml, 100pcs</td>
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**Methods**

Methods for determining substances in Ukrainian or Russian.

DSTU ISO 17993: 2008 Definition of 15 polycyclic aromatic hydrocarbons (SAWs) in water by high-performance liquid chromatography with fluorescence detection after liquid-liquid extraction.

Methods for the determination of other substances: isoproturon, diuron, perfluorooctane sulfonate, bisphenol A, carbamazepine, antipyrine, 4-formylaminoantipyrine, 4-acetamidoantipyrine, imidacloprid, terbutylazine and thiacloprid.

Test one of the identified methods of determination (to be chosen, after discussion)

Standard samples Standard samples of the aforementioned substances
Solvents Solvents for HPLC, according to the procedures, 5 l each
For DSTU ISO 17993: 2008: dichloromethane, acetonitrile, ethyl acetate

Metrological certification in Ukraine After the delivery of equipment and commissioning works, the Supplier must provide the Customer with a certified copy of the Declaration confirming the possibility of putting into operation and / or exploitation (application) of the equipment on the basis of assessment of conformity in accordance with the requirements of the relevant Technical Regulation of Legislative Instruments of Measuring Instruments, approved by the CMU Resolution January 13, 2016 No. 94. “

User manual Russian or Ukrainian language

Computer
System block: Desktop version, Intel Core i5-series, 8 GB RAM; 1TB hard drive, 7200 rpm, DVD +/- RW, Windows 10 64-bit operating system; Monitor: LCD monitor at least 22 inches

Software General requirements: software for HPLC, including library and library add-on
Number of licenses: Primal 10 licenses for using software off-line based on Windows 10. If the software package is incompatible with Windows 10, the solution should be described for stand-alone use.
Other: Ability to transfer data to other applications: LIMS, Excel, Word
All software for quantitative and qualitative analysis should be available

Other requirements
Clearly indicated requirements of the premises / locations for equipment placement.

Delivery
Place of delivery: Slavyansk, Donetsk region, Torskaya str., 35.
Delivery time must be agreed at least 3 weeks before delivery.
All documentation for equipment, software, installation and calibration must be included in delivery.

Installation and calibration
Installation, calibration should be included in the price offer.
The installation must be made within 1 month from the date of delivery of the equipment.
The installation should include a connection to calibrate the equipment. The equipment must be fully prepared for operation.
The software must be installed and tested on the computer for offline use.
Before the installation of the equipment, the supplier must provide documentation in Ukrainian or Russian:
- A brief guide to daily operation;
- Complete and comprehensive operation manual;
- A list of spare parts;
- A complete software documentation package.

Testing
Supplier and user of the equipment must carry out testing of the equipment together after installation
Test results must be documented
The test results must be consistent with the claimed characteristics of the equipment and production data
The software must be installed and tested on the computer for offline use. Before the installation of the equipment, the supplier must provide documentation in Ukrainian or Russian:
- A brief guide to daily operation;
- Complete and comprehensive operation manual;
- A list of spare parts;
- A complete software documentation package.

Testing
Supplier and user of the equipment must carry out testing of the equipment together after installation
Test results must be documented
The test results must be consistent with the claimed characteristics of the equipment and production data
Testing must be accepted by the user within one month after delivery
The warranty period starts from the moment the user accepts the test.

Staff training
Training should be conducted by a supplier for staff (minimum 5 people) for the operation of all equipment. The course, time and place must be agreed upon, but not later than 1.5 months from the time the equipment is delivered.

Service
Minimum 2 years of service, including at least one service review per year.
For equipment and software, the response time for a complaint should be no more than 48 hours.

Documents on the device at the stage of bids analysis:
- Detailed description of the equipment in accordance with tender specifications, including clearly stated proposed producer and the model
- Examples of Passport (copy);
- Example of results of production testing of equipment/verification in accordance to Ukrainian legislation (copies);
- Examples of Guarantee for the equipment and materials (copies);
- Certificates of quality management system on the production of equipment and software (copies);
- Contacts of clients who can provide recommendations: name of organization, contact person (name, position), telephone, e-mail address.

Documents to be provided for the delivery
- Detailed description of the equipment in accordance with tender specifications, including clearly stated proposed producer and the model;
- Passport;
- Results of production testing/verification of equipment/certificates in accordance to Ukrainian legislation;
- Guarantee for the equipment and materials.
- Act of transfer.

UNICEF/Donor's logo requirements: UNICEF logo should be placed on the equipment.
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<td>Price breakdown required below -</td>
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<td>1. Methods, chemical ware, standard solvents and samples (UAH without VAT):</td>
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<td>2. Training (UAH without VAT)):</td>
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<td>3. Computer and software (UAH without VAT):</td>
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<td>4. Chromatograph and components (UAH without VAT):</td>
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**Incoterms & Delivery Requested**

**DDP** Siversky Donets Basin Manage

**Packing**

Unit: Dimension.............x...........x.........cm

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<th>Weight</th>
<th>Volume</th>
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<td>kg</td>
<td>cbm</td>
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Total: Dimension.............x...........x.........cm

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SPECIFIC TERMS AND CONDITIONS

PART I - PURPOSE OF THIS INVITATION TO BID

1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. Solicitation

2.1 UNICEF wishes to procure items in the quantities and with the specifications outlined in the schedules contained in this Solicitation Document.

2.2 This Solicitation Document is comprised of the following:

- This document
- The UNICEF General Terms and Conditions of Contract (Goods) which are attached as Annex A to this document
- Specifications/details in Ukrainian, which are attached as ANNEX B
- Vendor registration form, which is attached as Annex C to this document
- Bid Form explanatory as Annex D.

2.3 This Solicitation Document is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Bidder and UNICEF and nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of UNICEF unless and until a Purchase Order is signed by UNICEF and the successful Bidder.

PART II - BID SUBMISSION PROCESS

1. Bid Submission Schedule

1.1 Acknowledgement of receipt of Solicitation Document.

Bidders are requested to inform UNICEF as soon as possible by EMAIL to Maryna Kazachynska at mkazachynska@unicef.org AND Dragana Galic at dgalic@unicef.org that they have received this Solicitation Document.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Bidders.

Bidders are required to submit any questions in respect of this Solicitation Document by EMAIL to Maryna Kazachynska at mkazachynska@unicef.org AND Dragana Galic at dgalic@unicef.org. The deadline for receipt of any questions is COB of 07.02.2020.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE -
ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Bidders are required to keep all questions as clear and concise as possible.

Bidders are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the Solicitation Document, providing full details. Bidders will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Bidders and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

1.3 Amendments to Solicitation Document. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Document by amendment. If the Solicitation Document was available publicly online, amendments will also be posted publicly online. Further, all prospective Bidders that have received the Solicitation Document directly from UNICEF will be notified in writing of all amendments to the Solicitation Document. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Samples/Certificates. Samples/Certificates are required for this solicitation process and must be sent to UNICEF at UNICEF Operations Section, 28 Instytutska, 01021 Kyiv, Ukraine (Tel: 380 44 3399379), attention: Maryna Kazachynska. The deadline for submission of samples/certificates is 5 (five) working days after Bid Closing Date stated in Article 1.5 below. Failure to timely submit the requested documents and/or samples might lead to the bid’s disqualification.

1.5 Submission Deadline. The deadline for submission of Bids is as follows:

February 14th 2020, 15:00 Kyiv time

The sealed envelope/envelopes (marked "LITB-2020-9153423") shall be hand delivered to UNICEF Operations Section, 28 Instytutska Street, 01021 Kyiv, Ukraine (Tel: 380 44 3399379) AND HANDED TO THE GUARD WITH INDICATION "FOR TENDER", verified by reference in attendance job kept by the guard, before 15:00 on the Bid Closing Date stated above.

Any Bids received by UNICEF after the Submission Deadline will be rejected.

1.6 Bid opening. Sealed envelopes will be publicly opened at 15:15 on the Bid Closing Date stated above in Article 1.5. One representative from each bidding company may attend the bid opening.

2. Language

2.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNICEF, will be written in English. Supporting documents and printed literature furnished by the Bidder may be in another
language provided that they are accompanied by an appropriate translation in English. When interpreting the Bid, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation will rest with the Bidder.

3. Validity of bids; Modification and Clarifications; Withdrawal

3.1 Validity Period. Bidders must indicate the validity period of their Bid. Bids should be valid for a period of not less than ninety (90) days after the Submission Deadline. A Bid valid for a shorter period of time shall not be further considered. UNICEF may request the Bidder to extend the validity period. The Bid of Bidders who decline to extend the validity of their Bid shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Bid must be received by UNICEF prior to the Submission Deadline. The Bidder must clearly indicate that the revised Bid is a modification and supersedes the earlier version of their Bid, or state the changes from the original Bid.

3.3 Withdrawal of Bid. A Bid may be withdrawn by the Bidder on e-mailed, faxed or written request received by UNICEF from the Bidder prior to Submission Deadline. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Bids, UNICEF may, in its sole discretion, seek clarifications from any Bidder in order for UNICEF to fully understand the Bidder's Bid and assist in the examination, evaluation and comparison of Bids. UNICEF may seek such clarifications through written communications or may request an interview with any Bidder. No change in the price or substance of the Bid will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Bidder(s) and to seek references from other sources as UNICEF deems appropriate.

4. Eligibility; Bidder Information

4.1 Bidder. The term "Bidder" refers to those companies that submit a Bid pursuant to this Solicitation Document and "Bid" refers to all the documents provided by the Bidder in its response to this Solicitation Document. A Bidder will only be eligible for consideration if it complies with the representations set out in Part V of this Solicitation Document, including the representations on ethical standards, including conflicts of interest.

4.2 Joint venture, Consortium or Association.

(a) If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, each such legal entity will confirm in their joint Bid that:

(i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Bid; and

(ii) if they are awarded the Purchase Order, the designated lead entity will enter into the Purchase Order with UNICEF, who will be acting for and on behalf of all the member
entities comprising the joint venture.

(b) After the Bid has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture’s Bid is the Bid selected for award, UNICEF will award the Purchase Order to the joint venture, in the name of its designated lead entity. The lead entity will sign the Purchase Order for and on behalf of all other member entities.

4.3 Bids from Government Organizations. The eligibility of Bidders that are wholly or partly owned by the Government will be subject to UNICEF’s further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this Solicitation Document, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

5. Preparation of Offer

5.1 Bidders are responsible to inform themselves in preparing their Bid. In this regard, the Bidders will ensure that they:
# Examine all terms, requirements and formal submission instructions included in the Solicitation Document (including the Instructions to Bidders section);
# Review the Solicitation Document to ensure that they have a complete copy of all documents;
# Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html. In particular, Bidders should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combating Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
# Attend any bid conference if it is mandatory under this Solicitation Document;
# Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods.

5.2 Bidders acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this Solicitation Document or any other information provided to the Bidders.

5.3 Failure to meet all requirements and instructions in the Solicitation Document or to provide all requested information will be at the Bidder’s own risk, and may result in rejection of the Bidder’s Bid.

5.4 The Bid must be organized to follow the format of this Solicitation. Each Bidder must respond to the stated requests or requirements, and indicate that the Bidder understands and confirms acceptance of UNICEF’s stated requirements. The Bidder should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage (if any) is not acceptable. Any item not specifically addressed in the Bid will be deemed as accepted by the Bidder. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Bid.

5.5 The completed and signed Bid Form must be submitted together with the Bid. The Bid
Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Bids must be clearly marked with the Solicitation Document number.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Bidder.

5.8 Each Bidder acknowledges that its participation in any stage of the solicitation process for this Solicitation Document is at its own risk and cost. The Bidder is responsible for, and UNICEF is not responsible for, the costs of preparing its Bid or response to this Solicitation Document, submission of any samples, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

6. Bid Documents: Confidentiality

6.1 This Solicitation Document, together with all Bid documents provided by the Bidder to UNICEF will be considered the property of UNICEF and will not be returned to the Bidders.

6.2 Information contained in the Bid documents, which the Bidder considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Bidders by UNICEF ("Solicitation Document Materials") shall be treated as confidential by the Bidders. If the Bidder declines to respond to this Solicitation Document, or, if the Bid is rejected or unsuccessful, the Bidder will promptly return all such Solicitation Document Materials to UNICEF, or destroy or delete all such Solicitation Document Materials. The Bidder shall not use the Solicitation Document Materials for any purpose other than the purpose of preparing a Bid and shall not disclose the Solicitation Document Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Bidder in preparing the Bid, provided the Bidder has previously ensured that party’s adherence to this duty of confidentiality; (c) if the relevant Solicitation Document Materials are at the time of this Solicitation Document lawfully in the possession of the Bidder through a party other than UNICEF; (d) if required by law, and provided that the Bidder has previously informed UNICEF in writing of its obligation to disclose the Solicitation Document Materials; or (e) if the Solicitation Document Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the Solicitation Document Materials.

7. Multiple bids and bids from related organizations

7.1 Bidders shall not submit more than one Bid as part of this solicitation process.

7.2 If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid then neither the lead entity nor the member entities of the joint venture may submit another Bid, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Bid.

7.3 UNICEF reserves the right to reject separate Bids submitted by two or more Bidders if the Bidders are related organizations and are found to have any of the following:

(a) they have at least one controlling partner, director or shareholder in common; or

(b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
(c) they have a relationship with each other, that gives one or more Bidders access to confidential information about, or influence over, the other Bid(s); or

(d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or

(e) an expert proposed to be in the team of one Bidder participates in more than one Bid received for this solicitation process.

PART III - AWARD/ADJUDICATION OF BIDS

1. Award

1.1 Evaluation. The evaluation is carried out by UNICEF in accordance with UNICEF’s regulations, rules and practices and all determinations are made in UNICEF’s sole discretion.

After opening the Bids, UNICEF will carry out the following steps in the following order:

# First, each Bid will be evaluated for compliance with the mandatory requirements of this Solicitation Document. Bids deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this Solicitation Document, including, but not limited to, failure to provide all required information, may result in a Bid being disqualified from further consideration.

# Second, UNICEF will evaluate each Bid to determine whether the products offered are acceptable commercially and technically and are of the required quality. Bids will be evaluated based on the INCOTERM(s) stated in Part IV clause 3.1 below. Where more than one INCOTERM is stated in Part IV clause 3.1 below, Bids will be evaluated based on whichever INCOTERM is in the best interest of UNICEF as determined by UNICEF in its sole discretion. UNICEF will award the Purchase Order to the Bidder offering a combination of the lowest acceptable prices and shortest lead-time, provided that UNICEF considers that the Bid to be reasonable and that it is in the interest of UNICEF to accept the Bid.

The supply unit at UNICEF Ukraine is looking for alternative materials to be used in the products on bid which could be considered sustainable to the environment during the raw manufacturing process all the way to disposal by the end user. Should you have a better solution than the one we have specified for the raw material component of the product, kindly submit it as an alternative to what is being offered including cost and material used.

1.2 Partial Bids. UNICEF will accept partial Bids.

1.3 Limited Award. In case of an award, Bidders that have not previously received Purchase Orders from UNICEF, may receive an order for a limited quantity until satisfactory performance is established.

1.4 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any item(s) where UNICEF considers it to be in its best interest to do so.

1.5 Award Notification. UNICEF will only notify the Bidder(s) that has/have been awarded the Purchase Order(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Bidders of the outcome of this solicitation process.
2. General Terms And Conditions Of Contract (Goods)

2.1 UNICEF’s General Terms and Conditions of Contract (Goods) which are attached at Annex A to this Solicitation Document will apply to any Purchase Orders awarded in connection with this Solicitation Document. By signing the Bid Form, each Bidder is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Goods). The Bidder understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Goods), these must be clearly detailed in the Bid and may negatively affect the evaluation of the Bid.

3. Inspection

3.1 Each Bidder will permit UNICEF, either itself or through a designated representative entity, to have access to the facilities where the products offered are manufactured, at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the products. The Bidder will provide reasonable assistance to the representatives for such appraisal, including copies of any documentation (including, but not limited to, test results or quality control reports) as may be necessary. The inspection may be carried out in conjunction with the appropriate national authority. Failure to do so may result in the rejection of the Bid.

4. Rights of UNICEF

4.1 UNICEF reserves the following rights:

(a) to accept any Bid, in whole or in part; to reject any or all Bids; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Bidder’s response (and the Bidder will provide UNICEF with its reasonable cooperation with such verification).

(c) to invalidate any Bid received from a Bidder that, in UNICEF’s sole opinion has previously failed to perform satisfactorily or complete contracts or Purchase Orders on time, or UNICEF believes is not in a position to perform the Purchase Order;

(d) to invalidate any Bid that, in UNICEF’s sole opinion, fails to meet the requirements and instructions stated in this Solicitation Document.

(e) to withdraw an award to a Bidder at any time up until a Purchase Order has been signed with such Bidder. UNICEF is not required to provide any justification, but will give notice prior to any such withdrawal of award.

4.2 UNICEF is not liable to any Bidder for any costs, expense or loss incurred or suffered by such Bidder in connection with this Solicitation Document or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 4.1 above.

PART IV - REQUIREMENTS

1. Prices and Discounts

1.1 Prices. The prices include the cost of packaging and packing the goods in accordance with the requirements set out on the UNICEF Supply website
1.2 Payment Terms. Invoices may be issued to UNICEF only after the delivery terms of the Purchase Order have been fulfilled. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the Purchase Order.

1.3 Currency.

(a) Bidders are requested to provide unit prices in UKRAINIAN HRYVNA (UAH) net of VAT. UNICEF will reject any Bids submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Bids, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Discounts. Bidders are requested to advise as to:

(a) Quantity / volume discounts, in form of large quantity / volume discounts and staircase pricing (i.e. varying prices according to different quantities procured);

(b) Early payment discounts, i.e. payment within a specified period of time faster than UNICEF’s standard payment term of 30 days net;

(c) Trade discounts;

(d) Any other unconditional discounts.

1.5 Taxes.

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, 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. All prices/rates quoted in the Bid must be net of any direct taxes and any other taxes and duties, unless otherwise specified in this Solicitation Document.

2. Implementation

2.1 Sub-contractors. Bidders must identify in their Bid, any products which may be offered by themselves, but originate from another supplier and/or country. All sub-contracting arrangements will be reviewed by UNICEF as part of its evaluation of the Bid.

2.2 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this Solicitation Document, both in the Bid and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this Solicitation Document, it should present such information in the following manner:
a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the activities defined in this Solicitation Document.

Previous contracts or Purchase Orders completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. Delivery

3.1 Incoterms.

Bidders are requested to quote prices in accordance with the following delivery terms (INCOTERMS 2010):

**Delivery Duty Paid (DDP)** Siversky Donets Basin Management: 35 Torska Str., Sloviansk, 84100, Ukraine.

Failure to quote in accordance with the requested INCOTERMS may result in invalidation of the Bid.

3.2 Deliveries will be made in accordance with instructions in UNICEF's Purchase Orders. Bidders will indicate the realistic lead-time for delivery for each item offered (subject to quantities). "Delivery lead-time" is the period from the date of receipt of a Purchase Order by the Supplier to the date of delivery of the goods in accordance with the applicable delivery term and instructions specified in the relevant Purchase Order and includes the period for manufacturing and packing the products, pre-delivery inspection (if applicable), obtaining any necessary regulatory authority approvals or licenses, shipping, and provision of all documentation required in connection with such delivery.

3.3 UNICEF will monitor and measure the performance of the successful Bidder, in comparison with the realistic lead-time indicated in its Bid.

4. Shelf Life and Warranty

4.1 Shelf life and Useable Lifespan. The Bidder will clearly state the minimum shelf life at time of dispatch for all pharmaceutical products or other perishable goods. For all other products, the Bidder will clearly state (as applicable) the usable lifespan (i.e. the recommended usage period).

4.2 Packing, Packaging and Labeling. All goods must meet the requirements for packing, packaging, packing list and labelling of the goods set out on the UNICEF Supply Website (http://www.unicef.org/supply/index_41950.html) and the additional requirements (if any) for packing, packaging, packing list and labelling set out in this Solicitation Document. This includes those requirements that apply to dangerous goods.

4.3 Warranty. The Bidder’s warranty for the goods (including packaging) offered in its Bid will meet each of the following minimum criteria:

(a) The goods conform to the quality, quantity and specifications for the goods stated in the Purchase Order (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Purchase Order);
(b) The goods conform in all respects to the technical documentation provided by the Bidder in respect of such goods and, if samples were provided to UNICEF prior to entering into the Purchase Order, the goods are equal and comparable in all respects to such samples;

(c) The goods are new and factory-packed;

(d) The goods are fit for the purposes for which such goods are ordinarily used and any purposes expressly made known to the Bidder by UNICEF;

(e) The goods are free from defects in design, manufacture, workmanship and materials;

(f) The goods are free from all liens, encumbrances or other third party claims;

(g) The goods are contained or packaged in accordance with the standards of export packaging for the type and quantities of the goods specified in the Purchase Order, and for the modes of transport of the goods specified in the Purchase Order (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Purchase Order and applicable law.

4.4 Warranty Period. The Bidder will clearly state the period of validity of the warranty, including the start date of the warranty period. For all pharmaceutical products or other perishable goods, the period of validity of the warranty must not be less than the shelf life of the goods.

4.5 Assignment of Manufacturer Warranties. If the Bidder is not the original manufacturer of the goods or any part of the goods, the Bidder will be expected to assign to UNICEF (or, at UNICEF’s instructions, the Government or other entity that receives the goods) all manufacturers’ warranties in addition to any other warranties specified in the Purchase Order.

4.6 Extension of Warranty to Partners. The Bidder should note that the warranties are expected to be made to UNICEF and to extend to (a) each entity that makes a direct financial contribution to UNICEF for the purchase of goods; and (b) each Government or other entity that receives the goods.

5. Other Goods Requirements

5.1 Country of Origin. 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.

5.2 Samples. UNICEF reserves the right to request free, non-returnable samples for evaluation and testing by UNICEF, or its representative, of the item and/or of the packing and packaging, prior to any award.

If samples are requested:

# Samples will be subject to technical review and laboratory testing and analysis where appropriate.
# Samples must correspond 100% to the product(s) being offered.
# Samples must include the manufacturer’s packaging and labeling.
# In the event that the bid is successful, samples will be retained by UNICEF for comparison checking purposes against deliveries subsequently made.
# Samples should be labelled with the UNICEF Solicitation Document number, goods
specifications as detailed in this Solicitation Document, Bidder’s product reference and Bidder’s name and address. UNICEF reserves the right to reject samples that are not labeled as requested.  

# Failure to provide samples in accordance with the instructions requested under this paragraph 5.2 may result in invalidation of the Bid.

5.3 Alternative Products. If you have alternative product(s) that fulfill the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact etc please include them in your Bid in addition to the offer for items specified in the schedules to this Solicitation Document. Please note that if these alternative products are deemed by UNICEF to be a viable alternative to the items specified in the schedules to this Solicitation Document, then, pending technical evaluation, we may issue a separate tender for the purpose of establishing agreements for such products.

IMPORTANT: If you have alternative product(s) to offer, please clearly indicate the advantages over the items detailed in the schedules to this Solicitation Document. Do not send a Bid only for an alternative product, i.e. the offer for an alternative product should be included as a separate part of the Bid for the items requested in this Solicitation Document. Do not send any samples for alternative products.

5.4 Packing, Packaging, Packing List, Labelling and Dangerous Goods Instructions. The Bidder will comply with the requirements for packing, packaging, packing list and labelling of goods set out on the UNICEF Supply Website (http://www.unicef.org/supply/index 41950.html) and the additional requirements (if any) for packing, packaging, packing list, labelling set out below in this Solicitation Document. This includes those requirements that apply to dangerous goods. The classification of goods (including packaging) as "dangerous goods" is a supplier responsibility and must be communicated to UNICEF when submitting the Bid. For any goods (including packaging) classified as dangerous goods, Bidders must submit all relevant Material Safety Data Sheets indicating accurate classification for transport purposes, storage, labeling and shipping requirements when submitting the Bid.

6. Liquidated Damages

6.1 Any Purchase Orders awarded in connection with this Solicitation Document will include the following clause on liquidated damages:

"In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Goods), if the Supplier fails to deliver the Goods under this Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF’s option, the Supplier will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Supplier’s invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of this Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this Purchase Order."

PART V - BIDDER REPRESENTATIONS

1. Price - Most Favoured Customer
1.1 The Bidder confirms that the prices with respect to the goods specified in the Bid are the most favourable prices available to any customer of the Bidder (or any of the Bidder’s affiliates).

1.2 If at any time during the term of any Purchase Order resulting from the Bid, any other customer of the Bidder (or of any of the Bidder’s affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Bidder will retroactively adjust the price and related pricing terms under the Purchase Order to conform to the more favourable terms and the Bidder will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

2. General Representations

By submitting its Bid in response to this Solicitation Document, the Bidder confirms to UNICEF as at the Submission Deadline:

2.1 The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting Purchase Order, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the goods and to perform its other obligations under any resulting Purchase Order. The Bidder has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use, sell, dispose of or otherwise deal with the goods.

2.2 All of the information it has provided to UNICEF concerning the goods and the Bidder is true, correct, accurate and not misleading.

2.3 The Bidder is financially solvent and is able to supply the goods to UNICEF in accordance with the requirements described in this Solicitation Document.

2.4 The use or supply of the goods does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development, manufacture and supply of the goods has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Bidder will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting Purchase Order.

2.8 The Bidder agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Bidder’s Bid meets the requirements and instructions stated in this Solicitation Document and the results of the evaluation process.

3. Ethical Standards

UNICEF requires that all Bidders observe the highest standard of ethics during the entire solicitation process, as well as the duration of any Purchase Order that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibiting of sexual exploitation and sexual abuse.
By submitting its Bid in response to this Solicitation Document, the Bidder makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Bidder has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Bidder has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods requested under this Solicitation Document; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the goods requested under this Solicitation Document.

3.2 The Bidder has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any Purchase Order that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Bidder, or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this Solicitation Document including the award of the Purchase Order to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from UNICEF, the Bidder may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Bidder has participated.

(b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Bidder, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official’s responsibilities while at UNICEF.

3.5 Neither the Bidder nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Bidder will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Purchase Order. If the Bidder or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the Purchase Order, UNICEF will be entitled to suspend the Purchase Order for a period of time up to thirty (30) days or terminate the Purchase Order, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Bidder. If UNICEF chooses to suspend the Purchase Order it will be entitled to terminate the Purchase Order at the end of the thirty (30) days’ suspension at UNICEF’s sole choice.

3.6 The Bidder will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting Purchase Order; and (c) comply with the applicable provisions of UNICEF’s Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index PROCUREMENT POLICIES.html. In particular, the
Bidder will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF’s Policy Prohibiting and Combatting Fraud and Corruption.

3.7 The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

3.8 Neither the Bidder nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation’s Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

3.9 The Bidder has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Bidder to perform any services in the Bidder’s participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Bidder has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Bidder, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

3.10 The Bidder confirms that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Bidder will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Bidder will further cooperate with UNICEF’s implementation of this Policy.

3.11 The Bidder will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

3.12 Each of the provisions in Article 3 of this Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any Purchase Order that may have been awarded as a result of this solicitation process, immediately upon notice to the Bidder, without any liability for termination charges or any liability of any kind. In addition, the Bidder may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a Purchase Order awarded in relation to this Solicitation Document, including but not limited to the award of the Purchase Order and the Bidder’s compliance with the provisions of Article 3 above. The Bidder will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Bidder’s premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available.
The Bidder will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.
SPECIAL NOTES

1. VALIDITY OF OFFER: The offer must be valid for minimum of ninety (90) days from the date of opening of Bids.

2. BID/PAYMENT CURRENCY: Bidders must quote in UAH. The payment will be proceeding in UAH after confirmation of the handover.

3. PAYMENT TERMS: Offers requesting prepayment or Letter of Credit will not be considered. UNICEF will proceed with bank transfer after receipt of supplier’s original invoice and delivery acceptance confirmation.


5. SHIPPING INSTRUCTIONS: THE GOODS SHOULD BE DELIVERED AND HANDED OVER TO THE FOLLOWING CONSIGNEE:

   Delivery Duty Paid (DDP) Siversky Donets Basin Management: 35 Torska Str., Sloviansk, 84100, Ukraine.

6. PARTIAL BIDS. UNICEF will accept partial Bids.

INSTRUCTIONS TO BIDDERS/RESPONSE FORMAT

1. Completing the offer:

   1.1 BID FORM: Page 3 should be completed, signed and stamped by an authorized representative of the company.

   1.2 Commercial offer (for each offered item):

      (a) UAH NET AMOUNT (VAT FREE) should include all costs (supplies, handling fee, packing, loading and transportation) for delivery of the goods to the consignee;

      (b) LEAD TIME (from PO receipt to handover): Bidders must indicate how many calendar days will be required from the receipt of the official signed copy of UNICEF Purchase Order until handover of goods to the consignee.

2. Securing the Bid: The bid documentation must be securely closed in the Bid Envelope, clearly MARKED on the outside with the BID NUMBER: LITB-2020-9153423.

3. THE FOLLOWING DOCUMENTS ARE OBLIGATORY AND WILL CONSTITUTE AN INTEGRAL PART OF THE BID:

   3.1 Submitted before bid closing date:

      3.1.1 Completed, signed and stamped BID FORM (page 3);
      3.1.2 Commercial offer completed with UAH Net Amount and Lead Time for each offered item.

   3.2 Submitted not later than 5 (five) working days after bid closing date:

      3.2.1 The Income Statement/Profit and Loss Statement (mandatory);
3.2.2 The Balance Sheet (mandatory);
3.2.3 Registration Certificate (copy); Only companies (or at least the lead entity in case of joint venture/consortium/association) which are duly registered in Ukraine are eligible for submitting the proposals to this tender;
3.2.4 Reference letters (with confirmation that during the last 2 years minimum 3 contracts were successfully completed and delivered). Please also indicate year of contract’s issue, client’s name and contacts;
3.2.5 Licenses and VAT Registration Certificate (copy)/Single tax payer (if applicable);
3.2.6 All documents requested from suppliers for each item (listed if applicable under each item’s description)
3.2.7 Mandatory documentation, unless the same information has been provided within the last 12 months:
(a) Completed application form for Supplier registration in the global database in electronic format - VENDOR MASTER REGISTRATION TEMPLATE FOR GSSC;
(b) Bank certification letter (signed and stamped) on existing UAH account;
(c) Copy of Charter of the bidding company.

4. Submitting the Bid: The sealed envelope/envelopes (marked "LITB-2020-9153423") shall be hand delivered to UNICEF Operations Section, 28 Instytutska Street, 01021 Kyiv, Ukraine (Tel: 380 44 3399379) AND HANDED TO THE GUARD WITH INDICATION "FOR TENDER", verified by reference in attendance job kept by the guard, before 15:00 on the Bid Closing Date.

5. Opening of Bids: Sealed envelopes will be publicly opened at 15:15 on the Bid Closing Date. One representative from each bidding company may attend the bid opening.

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 15:00 of the Bid Closing Date, will be INVALIDATED. UNICEF will accept no responsibility for the premature opening of a bid which is placed in the not properly identified envelope.
INSTRUCTION TO BIDDERS

1. MARKING AND RETURNING BIDS

1.1 Bids shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.5, 1.6 and/or 1.7 should then be followed accordingly.

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

1.3 Bids must be clearly marked with the ITB(S) number and the name of the company submitting the bid.

1.4 Bidders should note that Bids received in the following manner will be invalidated:

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

1.5 Sealed bids (as applicable)

1.5.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.5.2 The Bid must be sent for the attention of the unit and address as specified in this solicitation document. Bids not sent in this manner will be disqualified.

1.5.3 Sealed bids (1 original and 2 copies) must be securely closed in a suitable envelope (marked with the ITB(S) number and the name of the company submitting the bid) 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.

1.5.4 Any delays encountered in the mail delivery will be at the risk of the Bidder.

1.5.5 In case of any discrepancies between the original bid and a copy, the original will prevail.

1.6 Faxed bids (as applicable)

1.6.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.6.2 Faxed bids must be returned to the ONLY ACCEPTABLE FAX NUMBER for Bids as specified in this solicitation document. Bidders should note that Bids received at any other fax number will be invalidated.

1.7 E-mailed bids (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 All e-mailed Bids must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Bids received in any other manner will be invalidated.

1.7.3 All Bids submitted by e-mail must be submitted as email attachments. Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Bids submitted as a link or through a link will be invalidated.

2. OPENING OF BIDS

2.1 Bids received prior to the stated closing time and date will be kept unopened. UNICEF 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.

2.3 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.

3. UNGM REGISTRATION

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

4. AWARD NOTIFICATION

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

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website:

1.1 In these General Terms and Conditions (the "Contract") the following terms have the following meanings:

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

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

"Contract" means the contract designated in the Contract.

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

"Goods" means the goods specified in the relevant section of the Contract.

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

"INCOTERMS" means the internationally recognized commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most recently issued at the effective date of the Contract. References in the Contract to trade terms such as "EXW", "DAF" and "CIF" are references to those terms as defined by the INCOTERMS.

"Party" means the Contractor and UNICEF, and a "Party" means each of the Contractor and UNICEF.

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

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

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

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Contractor at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade terms expressly stated in the Contract as the means by which the Goods is to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licenses required for the goods.

2.2 The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract.

2.3 The Supplier will use its best efforts to accommodate reasonable requests for changes or additions to the requirements of the Goods, shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material changes to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract agreed to by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Supplier acknowledges that UNICEF may terminate the Supplier's performance under the Contract. The Supplier agrees to provide UNICEF with full cooperation with such performance monitoring, at an additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Goods, detailed delivery status, costs to be charged and payments made by UNICEF or printing.

3.1 UNICEF or the Contractor (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Contractor with regard to such inspection, including but not limited to access to the goods in production, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Contractor does not constitute a determination that the specifications for the Goods are met or that the mandatory technical requirements have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Contractor carries out any inspection of the Goods.

Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods:

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Contractor by the delivery dates stipulated in the Contract, the Supplier will not immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and the use an expedited means of delivery, at the Supplier’s cost unless the delay is due to force majeure measures as defined in Article 6.7 below, if reasonably requested by UNICEF so to do. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6. Deliveries of the Goods will not constitute acceptance of the Goods. If some or all of the Goods are not conforming to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods for any part of the Goods in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at its option:

(a) UNICEF can reject and refuse to accept any or all of the Goods including those that do not conform to the Contract. If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and at UNICEF’s option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality and will be responsible for all costs related to such replacement or UNICEF may exercise other rights set out below.

(b) UNICEF may procure all or part of the Goods from other sources, to which case the Supplier will be responsible for any additional costs beyond the balance of the Price due for such Goods.

2.7. Upon UNICEF’s demand, the Supplier will refund all payments made by UNICEF in respect of the rejected Goods or Goods that have been delivered in accordance with the delivery dates and delivery terms.

3. Inspection;

3.1 UNICEF can give written notice of rejection and, if the Supplier fails to remedy the defects, can terminate the Contract in accordance with Article 6.1 below.

3.2 UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

4. Settlement of Claims;

4.1 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any claim, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF’s rights to respect of such late delivery or non-conforming Goods.

Rights of Less; Title to Goods

2.8 Risk of loss, damage or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the
ANNEX A
GENERAL TERMS AND CONDITIONS

1. UNICEF or similar trade mark expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such UNICEF or similar trade mark or other express terms, the following provisions will apply: (a) the entire risk of loss, damage or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Contractor has been completed in accordance with the Contract; and (b) the Supplier will be solely liable for making all transportation arrangements and other payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

2. Unless otherwise expressly provided at the Contract, title in and to the Goods will pass from the Supplier to the Contractor upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

3. Price; Invoicing; Tax Exemptions; Payment Terms

3.1. The price for the Goods is the amount specified in the price section of the Contract (the "Price"), or, in being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the costs of purchasing and packing the Goods in accordance with the requirements of the Contract, and delivery in accordance with the applicable delivery terms. The Price is exclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of their obligations under the Contract: provided that without prejudice to and limiting the provisions of Article 9.3 below, all duties and other taxes imposed by any governmental authority must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2. The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue its first invoice in respect of the payment being sought in the currency specified in the Contract and in English, indicating the Contract identification number based on the front page of the Contract: and (b) copies of the shipping documents and other supporting documentation as specified in the Contract.

3.3. The Supplier acknowledges and agrees that the Supplier shall be required to deliver to UNICEF any invoices representing direct taxes except charges for utilities services and customs infrastructure duties and charges of a similar nature in respect of articles imported or exported under UNICEF's official use, in accordance with the exemption from tax in Article 3.3 of the Conditions of the Prudentials and Procedures of the United Nations. In the event any governmental authority requires the Supplier to return or reissue any of the invoices, the Supplier shall immediately contact UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from taxes, fees or duties at points in value added taxes or taxes of a similar nature. It will provide copies of and agree to any changes required by the Supplier without UNICEF.

3.4. UNICEF will not accept any change to the delivery terms or any inaccuracy in the content or form of any invoice. Without respect to any dispute regarding only a portion of such invoice: UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will endeavor to promptly settle any dispute with respect to any invoice. Upon retention of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoices, in which they appear, and UNICEF will pay any agreed remaining amounts in (a) accordance with Article 3.5 when thirty (30) days after the final resolution of such dispute.

3.5. UNICEF will pay the remaining portion of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and all supporting documentation, as referred to in Article 3.2 above. The amount paid will reflect any discounts allowed under the payment terms of the Contract. The Supplier will be entitled to invoice on any late payment or any sum payable under the Contract for any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not release the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6. Each invoice must confirm the Supplier's book/accord documents provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. In the Supplier's responsibility to ensure that the book/accord documents supplied to UNICEF are up-to-date and accurate and entry UNICEF as wishing to assisted in the Supplier of any changes in book/accord documents together with supporting documentation satisfactory to UNICEF.

3.7. The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any payment or, in UNICEF's opinion, has not performed in accordance with the terms and conditions of the Contract or, if the Supplier has not provided sufficient documentation in support of the invoice.

3.8. UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indemnities or other claims including, without limitations, any overpayment made by UNICEF to the Supplier owing to the Supplier's failure to UNICEF under the Contract or under any other contact or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9. Each of the invoices paid by UNICEF may be subject to a payment audit by UNICEF's internal and external auditors or by other authorized agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract is terminated. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments, unless limited to the actions or omissions of UNICEF staff and other personnel.

4. Representations and Warranties; Indemnification; Insurance

4.1. The Supplier represents and warrants that, as of the effective date and throughout the term of the Contract, it has full authority and power to enter into the Contract, and to perform its obligations under the Contract and the Contract shall be in legal, valid and binding obligation, enforceable against the Supplier in accordance with its terms and this has, and will continue throughout the term of the Contract, all rights, licenses, authority and necessary as applicable, develop, maintain, market and supply the Goods. It is understood that any obligations under the Contract are all of the information concerning the Goods and that the Supplier has previously provided to UNICEF, or that a provider to UNICEF during the term of the Contract. The Supplier, to the extent, correct, accurate and complete, is financially fair and is to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract, and for the use and supply of the Goods, and will continue to be in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the terms of the Contract and will return from any actions which may adversely affect UNICEF or the United Nations.

4.2. The Supplier further represents and warrants that the Goods including packaging, to conform to the quality, quantity and specifications for the Goods stated in the Contract. In the case of perishable or pharmaceutical products, the shelf life specified in the Contract: the contracts and in all respect to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples, to new and delivery-related, not to displace the purposes for which such goods are standardly used and for purposes expressly made known to the Supplier by UNICEF in the Contract are of consistent quality and free from flaws and defects in design, manufacture, workmanship and materials, and is free from any flaws, concentrations or defects in the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods (specified in the Contract including but not limited to, in a manner adequate to protect them in such modes of transport), and marked as a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3. The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract provided that the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf life of these Goods specified in the Contract, and if no warranty period or shelf life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract and the due date (O2 months after fullfilment of the delivery terms or such later date as may be prescribed by law.

4.4. If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF one of UNICEF's insurances, the Government in the event that receives the Goods all manufacturers' warranties in addition to any other warranties under the Contract.

4.5. The representations and warranties made by the Supplier in Article 4.1 and 4.2 and the Supplier's obligations as Articles 3.4 and 4.6 above are made in add and are for the benefit of each and each Government or other entity that receives the Goods.
ANNEX A
GENERAL TERMS AND CONDITIONS

4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, product liability, and any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liabilities arising out of the use of patented inventions or designs, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defense, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defense of the provisions and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), as between the Supplier and UNICEF only. UNICEF shall in no relevant governmental channel unless it agrees and manifests UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurence

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract, including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract, including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or on connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall activities assumed by UNICEF or borne as a result of or relating to the Goods).

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract, and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will be in the same UNICEF as an additional insured (but not include a waiver by the insurer of any subrogation rights against UNICEF and shall provide that UNICEF will receive them (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

(f) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

Liability

4.9 The Supplier will pay UNICEF promptly for all losses, damages or injury to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights: Confidentiality

5.1 UNICEF will not be entitled to all intellectual property and other proprietary rights with regard to processes, mechanisms, ideas, know-how, data or documents and other materials ("Contract Materials") that to the Supplier develop for UNICEF under the Contract and which bear a direct relation to the Contract or are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute work made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

5.2 UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights at the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

5.3 At UNICEF's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring over, as the case may be intellectual property referred to in paragraph (a) above, the above-mentioned to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.4 The Supplier and each of its employees, representatives, agents and subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, shall:

(a) Except with the consent of its Affiliates, employees, officials, representatives, agents and subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract, or

(b) Unless the Confidential Information is obtained by the Recipient from a third party without restriction, it is disclosed by the Recipient to a third party without any obligation of confidentiality, it is known to the Recipient prior to disclosure by the Supplier or (iii) at any time as developed by the Supplier, will not disclose the Supplier's Confidential Information to any other party,

5.5 Unless the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any disclosure is made the Supplier may give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate and (ii) will advise the relevant authority that requested disclosure, UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to regulations or any other governing bodies.

5.6 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF, nor will the Supplier at any time use such information to gain advantage.
ANNEX A
GENERAL TERMS AND CONDITIONS

Forcedr Measure
6.7 If one Party is rendered permanently unable, wholly or in part, to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above; except that the period or notice (if seven (7) days) must be reduced to three (3) days. "Forced Measure" means any unforeseeable and unavoidable events arising from causes beyond the control of the Parties, including acts of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not exclude any event which is caused by the negligence or intentional actions of a Party; in any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into for the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to insufficiency, price escalations, or nationalised or吓ид inventory available to be sold, or any event resulting from lack of availability, costs or any other event resulting from a natural disaster or political circumstances. Suffering such an event, the Supplier must notify the Contract with whom the Supplier is in breach of the Contract, and give the Supplier written notice of termination. The Seller, if it is materially breaching any of its obligations under the Contract, may terminate the Contract by immediate effect, upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind.

6.8 In the event of termination under Article 6.1 above, UNICEF can terminate the Contract and reimburse the Seller for any advance payments made to the Seller by the Supplier, any reasonable expenses incurred in connection with the termination of the Contract, and any other costs or expenses reasonably incurred in connection with the termination of the Contract.

6.9 In the event of termination under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier, in any case in which UNICEF's interests are affected by the performance of the Contract or its failure to be reasonably satisfied as to the ability of the Supplier to perform any of its obligations under the Contract.

6.10 As soon as it receives a notice of termination from UNICEF, the Seller shall immediately take steps to cease production of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit or any expenses incurred in connection with the termination of the Contract. In the event of termination, in whole or in part, UNICEF can terminate the Contract within thirty (30) days written notice to the Supplier without having to provide any justification.

6.11 If the Contract is terminated, no payment will be due from UNICEF to the Seller except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were certified by UNICEF and delivered as per the Seller's written notice of termination of the Contract or in the case of termination by the Supplier, the effective date of such termination. The Seller shall have no claim for any further payment beyond payments in accordance with this Article 6.10, but will remain liable to UNICEF for any loss or damage which may be suffered by UNICEF by reason of the Supplier's default concluding but not limited to costs of the purchase and delivery or replacement or substitute goods.

The termination rights in this Article 6.10 are in addition to all other rights and remedies of UNICEF under the Contract.
ANNEX A
GENERAL TERMS AND CONDITIONS

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNICTRIAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNICTRIAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions on the arbitral tribunal will be based on general principles of international commercial law. This arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Interbank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitral award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

9.4 Notices

9.4.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be deemed delivered upon delivery to the address of the addressee as set forth in the Contract, or at any other address as set forth in the Contract.

9.4.2 All documents that comprise or are delivered under connection of the Contract will be deemed to be delivered and/or received upon receipt by the addressee as set forth in the Contract, or any other address as set forth in the Contract.

11 Other Provisions

11.1 The Supplier acknowledges UNICEF’s commitment to transparency as outlined in UNICEF’s Information Disclosure Policy and confirms that it conforms to UNICEF’s policies, standards, and guidelines at the terms of the Contract and the standards set by UNICEF, and will in this respect comply with all relevant laws and regulations.

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

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

11.4 Except as expressly provided in the Contract, the Supplier will be responsible at its own cost for providing all necessary personnel, equipment, materials and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

11.5 The Supplier must ensure that there are no sub-contractors or sub-suppliers or sub-subcontractors or any agents, including but not limited to the Supplier’s employees, subcontractors or sub-subcontractors, to provide reasonable cooperation with any inspectors, post-payment audits or investigations carried out by UNICEF.

9. Provisions and Immaterial Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, of any of the provisions and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Provisions and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or international law.
ANNEX A
GENERAL TERMS AND CONDITIONS

11.5 The Supplier shall not, without the prior written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or of any part of the Contract, or of any of the Supplier’s rights or obligations under the Contract.

11.6 No grant of time to by a Party to delay under the Contract, nor any delay or failure by a Party to exercise any right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek, file or file any lien, attachment or other encumbrance against any money due or to become due under the Contract, or permit any other person to do so, or that it is secured against any money due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial or personal advantage any information that it has concerning the United Nations or the United Nations’ relationship with UNICEF.

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

11.10 No modification or change in the Contract, or any waiver of any of its provisions, or any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorized official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.9, 4.5, 7.8, 9, 11.1, 11.2, 11.6, 11.9 and 11.10 will survive delivery of the Goods and the entry or earlier termination of the Contract.