INVITATION TO BID

LITB-2020-9152157

13 March 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Long-term contract for supply of office consumables and related goods for the UNICEF office in Ukraine.
THIS INVITATION TO BID HAS BEEN:

Prepared By:

Nadia Salamau
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : nsalamau@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-2020-9152157 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_________________
<table>
<thead>
<tr>
<th>Item No</th>
<th>Item Description</th>
<th>Quantity/Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>00010</td>
<td>U451020 Refreshments (according to Annex B)</td>
<td>1 each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00020</td>
<td>U320000 Paper (according to Annex B)</td>
<td>1 each</td>
<td></td>
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<tr>
<td>00030</td>
<td>U451020 Stationary (according to Annex B)</td>
<td>1 each</td>
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<tr>
<td>00040</td>
<td>U451020 Household goods (according to Annex B)</td>
<td>1 each</td>
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</table>

**Incoterms & Delivery Requested**

**Packing**

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

Total: Dimension........x........x........cm

**Lead Time & Related Charges**

Weight.........kg  Volume.........cbm

INVITATION TO BID  Page 4 of  29  LITB-2020-9152157
SPECIFIC TERMS AND CONDITIONS

PART I # PURPOSE OF THIS INVITATION TO BID

1. Background
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; Long term arrangement
2.1 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) ("LTA-G") for
the procurement of the items with the specifications outlined in the schedules contained in this
Solicitation Document, as required from time to time during the term of the LTA-G. It will be
a provision of such Arrangement(s), that UNICEF will not be committed to purchase any
minimum quantity of these items. UNICEF shall not be liable for any cost in the event that
no purchases are made under any resulting LTA-G(s).

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

2.3 Any quantities outlined in this Solicitation Document, are an estimated forecast of the total
requirement for the duration of the LTA-G or, if so specified, an estimated forecast for the
annual requirement. Any estimates are provided in good faith and shall not in any way be
deemed to be a commitment on the part of UNICEF regarding any quantity for future
purchases.

2.4 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;
- Specification in Ukrainian which are attached as Annex B.

2.5 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 an LTA-G
and linked Purchase Order is signed by UNICEF and the successful Bidder.

3. Term
The proposed LTA-G shall be valid for an initial period of 12 months with a possible renewal
for another two periods of 12 months.

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 that they have received this Solicitation Document.
1.2 Questions from Bidders.

Bidders are required to submit any questions in respect of this Solicitation Document by EMAIL only to mkazachynska@unicef.org. The deadline for receipt of any questions is 18:00, 27.03.2020.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE email address STATED ABOVE # ANY BIDS SENT TO THE ABOVE email address 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.

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 Submission Deadline. The deadline for submission of Bids is as follows: 15:00, 03.04.2020.

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

1.5 Bid opening. Bids will be publicly opened at 15:15 on 03.04.2020 at 28 Instytutu Str., entrance B.

2. Language

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 or Ukrainian. 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 or Ukrainian. 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 four (4) months 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 LTA-G, the designated lead entity will enter into the LTA-G 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 LTA-G to the joint venture, in the name of its designated lead entity. The lead entity will sign the LTA-G 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.

5.9 The Bidder’s Bid will include all of the requested documents in article 3 & 4 of Special Notes.

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 either 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 may 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 LTA-G to the Bidder offering a combination of the lowest acceptable prices and shortest lead-time, provided that UNICEF considers that the Bid to be technically acceptable and reasonable and that it is in the interest of UNICEF to accept the Bid.

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. Proposed ecological and environmental-friendly materials will be considered as an asset within evaluation process of bids.

1.2 Partial Bids. Each Supplier can provide offer for all LOTs or any out of four LOTs:
LOT # 1: Office consumables;
LOT # 2: Paper;
LOT # 3: Stationery;
LOT # 4: Household materials).
It is important to note that UNICEF accepts partial bids within LOT # 3 only. UNICEF doesn’t accept partial bids within LOTs 1,2 & 4 and this means that offers which will not include all listed items from LOTs 1,2 & 4 will be invalidated.

1.3 Minimum Order Quantity. Bidders must declare in their Bids if
there will be any minimum order quantity(-ies) for the item(s) detailed in the schedule to this Solicitation Document. Any such minimum order quantities will be considered as part of the evaluation process.

1.4 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.

1.5 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.

1.6 Award Notification. UNICEF will only notify the Bidder(s) that has/have been awarded the LTA-G(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)
UNICEF#s General Terms and Conditions of Contract (Goods) which are attached at Annex A to this Solicitation Document will apply to any LTA-G(s) and linked 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
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 LTA-G;

(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 an LTA-G 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
http://www.unicef.org/supply/index_41950.html. The price also includes delivery in accordance
with the applicable INCOTERM.

Notwithstanding any agreed discounts (as per paragraph 1.4 below), prices offered by bidders,
shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-G.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the
delivery terms of the Purchase Order (as issued in accordance with the provisions of the
LTA-G) 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 USD. 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) Cumulative quantity / volume discount levels, i.e. discounts that
increase as the cumulative
(c) Early payment discounts, i.e. payment within a specified period of
time faster than UNICEF’s standard payment term of 30 days net;
(d) Trade discounts;
(e) Any other unconditional discounts.

In the event that the successful bidder is able to offer UNICEF discounted price(s), the unit
prices shall be reduced for the specific affected Purchase Orders.

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):

A) Delivery Duty Paid (DDP): UNICEF Operations Section, 28 Instytutska Street, 01021 Kyiv, Ukraine

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

B) Shipping of supplies to other cities in Ukraine should be available. The cost of each shipment to be previously agreed upon and included in the invoice for the goods that will be provided to UNICEF. A copy of the invoice from the carrier shall serve as a Confirmation of the cost of transportation.

Order Processing shall be made within one (1) day from the date of receipt of the request from UNICEF. Delivery of goods in the office shall be made within two (2) working days of receiving the order. Requests will be sent via e-mail or made by phone. The Supplier shall appoint a responsible manager who will receive and process all requests from UNICEF from 09:00 to 18:00.

In case of shipping supplies to other cities except Kyiv, the goods should be delivered to the carrier within three (3) working days from the receipt of the request from UNICEF. The delay in delivery of goods is allowed only if prior consent from UNICEF is obtained.

3.2 Deliveries will be made in accordance with instructions in UNICEF#s Purchase Orders (as issued in accordance with the provisions of the LTA-G). 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 (as issued in accordance with the provisions of the LTA-G) 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 LTA-G and linked Purchase Order (including, in the case of perishable or pharmaceutical products, the shelf life specified in the LTA-G and linked 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 LTA-G, 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 LTA-G and linked Purchase Order, and for the modes of transport of the goods specified in the LTA-G and linked 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 LTA-G and linked 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 LTA-G and linked 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 samples of the item and/or the packing material for evaluation and testing by UNICEF, or its representative, prior to any award. Documentation will be subject to technical review. Requested samples must be submitted to UNICEF Office within 24 hours upon receipt of such request.

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 LTA-G 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, if the Supplier fails to deliver the Goods under any 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 LTA-G and the relevant 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 the relevant 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 LTA-G and the relevant Purchase Order.

PART V # BIDDER REPRESENTATIONS

1. Price # Most Favored Customer.

1.1 The Bidder confirms that the prices with respect to the goods specified in the Bid are the most favorable 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 the LTA-G resulting from the Bid any other customer of the Bidder (or of any of the Bidder's affiliates) obtains more favorable pricing terms than those provided to UNICEF, the Bidder will retroactively adjust the price(s) and related pricing terms under the LTA-G and in the relevant Purchase Order(s) to conform to the more favorable 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 LTA-G and linked Purchase Order(s), 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 LTA-G and linked Purchase Order(s). 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
LTA-G and linked Purchase Order(s).

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 LTA-G 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 LTA-G and linked Purchase Order(s) that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organization 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 LTA-G and linked Purchase Order(s) to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favors 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 LTA-G. 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 LTA-G, UNICEF will be entitled to suspend the LTA-G and linked Purchase Order(s) for a period of time up to thirty (30) days or terminate the LTA-G and linked Purchase Order(s), 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 LTA-G and linked Purchase Order(s) it will be entitled to terminate the LTA-G and linked Purchase Order(s) 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 LTA-G and linked Purchase Order(s); and (c) comply with the applicable provisions of UNICEF#s Policy Prohibiting and Combating Fraud and Corruption which can be accessed on the UNICEF website at http://www.unicef.org/supply/index采购采购_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 Combating 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 engaging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitative 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 LTA-G and linked Purchase Order(s) 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
From time to time, UNICEF may conduct audits or investigations relating to any aspect of an LTA-G and/or linked Purchase Order awarded in relation to this Solicitation Document, including but not limited to the award of the LTA-G and/or linked 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 four (4) months (120 days) from the date of opening of Bids.

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

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

4 DELIVERY TERM:
Office consumables, papers, stationeries and cleaning materials should be delivered to first and second floors of UNICEF Kyiv office.

Supplier is obliged to deliver the order in exact volume to any other destination within Ukraine at an additional cost which is subject to prior agreement with UNICEF for every order. The cost of the delivery shall be respectively included in the Invoice from the Supplier in a separate line and the evidence of the delivery cost shall be provided.

Delivery for Kyiv office shall not exceed two (2) working days from the date of receipt of a request from UNICEF. UNICEF# supply requests will be sent by email or phone call. The company will appoint a responsible manager who will accept all supply requests from UNICEF.

If orders are sent to cities other than Kyiv, the goods must be delivered to the carrier within three (3) business days from the moment the supply request was received by the supplier. Delay or partial delay in delivery of goods is permitted only with prior agreement with UNICEF.

Urgent delivery of goods to the office must be made on the same day the supply request is received (order will be sent by 12:00 the same day).

INSTRUCTIONS TO BIDDERS/RESPONSE FORMAT.

1. BID FORM COMPLETING:
   (a) Annex B with a list of required stocks should be completed by adding information on the offered goods specifications, brand and country of origin, indicating their price per unit and total value, signed and stamped by an authorized representative of the company;
   (b) USD NET AMOUNT (without VAT) should include all costs (supplies, handling fee, packing, loading and transportation) for delivery of the commodity/item to the consignee;
   (c) LEAD TIME (from order to the handover): Bidders must point how many calendar days will be required for delivery starting from the date of UNICEF Purchase Order signature until handover of commodity/item to UNICEF.
   (d) Bidders should be ready to share the filled electronic versions of PDF Bid Form and Annex B Excel form by e-mail upon UNICEF’s request.

2. SECURING THE BID:
The bid documentation must be securely closed and sealed in the Bid Envelope, clearly MARKED on the outside with the BID NUMBER: LITB-2020-9152157.
3. QUALIFICATIONS OF THE COMPANY:
- properly registered and licensed company;
- at least 2 years of experience in the required area;
- financially sound and stable, as may be evidenced by authentic financial statements for the past 2 years of operation;
- experience in servicing international and diplomatic organizations is an advantage, but not mandatorily required.

THE FOLLOWING DOCUMENTS ARE OBLIGATORY AND WILL CONSTITUTE AN INTEGRAL PART OF THE BID:
3.1 The completed, signed and stamped BID FORM.
3.2 The completed, signed and stamped ANNEX B.
3.3 The Income Statement/Profit and Loss Statement (mandatory).
3.4 The Balance Sheet (mandatory).
3.5 Registration Certificate (copy) - confirming presence in the market of the relevant services # not less than 2 years.
3.6 Three (3) reference letters (with confirmation that during recent 2 years minimum 3 contracts were successfully completed and delivered). Please also indicate the year of contract#s issue, client#s name and contacts.
3.7 Licenses and VAT Registration Certificate (copy)/Single taxpayer (if applicable).
3.8 Statement of cash flows, if available.
3.9 Statement of changes in shareholders# equity if available.
3.10 The report from the external auditor, if available.
3.11 Notes to the financial statements, if available.
3.12 Copy of documents certifying quality and safety of the offered goods (every item and element is required to meet the quality standards DSTU, GOST, TU etc.),
3.13 Articles of Association (or the extract from the Articles of Association containing information on the Company and types of activity).
3.14 Confirmation of the type of activity (excerpt from the Statistics Administration).

4. UNLESS THE SAME INFORMATION HAS BEEN PROVIDED WITHIN THE LAST 12 MONTHS, TOGETHER WITH THE BID FORM SHOULD BE CLOSED THE FOLLOWING DOCUMENTATION:
4.1 A completed application form registration Supplier in the global database in electronic format - VENDOR MASTER REGISTRATION TEMPLATE FOR GSSC.
4.2 Bank confirmation of opened valid account (IBAN and SWIFT) with bank stamp (copy).

5. SUBMITTING THE BID:
The sealed envelope (marked "LITB-2020-9152157") shall be hand delivered to UNICEF Operations Section, 28 Instytutska Street, 01021 Kyiv, Ukraine (Tel: 380 44 3399379) and placed in the locked Tender Box by 15:00 of April 3rd, 2020.

6. OPENING OF BIDS:
Sealed envelopes will be publicly opened at 15:15 on April 3rd, 2020. One representative from each bidding company may attend the bid opening.

7. SAMPLES:
UNICEF reserves the right to request samples of any goods from the offered list of and/or Certificate of quality of goods supplied at the stage of evaluation of the proposals and during the cooperation period to assess the quality of the goods.

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

- 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 03.04.2020, will be INVALIDATED. UNICEF will accept no responsibility for the premature opening of a bid submitted in an improperly 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 this General Terms and Conditions (Goods), the following terms have the following meaning:

"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 promptly identified as confidential in writing (whether in written, tangible form or disclosed orally), and includes information, the confidentiality or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the agreement designated in the Contract.

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

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

"Most 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 international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most recently issued as the effective date of the Contract References to the Contract are in the terms of Incoterms as defined by the INCOTERMS.

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

Supplier's "Personnel" means the Supplier's officers, employees, agents, independent 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 webpage at https://www.unicef.org/supply/index_enrollment_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prehrbening and Combating Fraud and Corruption, UNICEF's Policy on Conflict Prehrbening 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 Contract at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERMS or similar trade terms expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERMS, the Supplier will ensure any export licenses required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents as a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the Incoterms of the Contract. The Supplier will neither seek nor accept instructions from any party other than UNICEF for changes authorized by UNICEF to give instructions to Suppliers in connection with the supply of delivery of the Goods.

2.2 The Supplier will use all reasonable efforts to accommodate reasonable requests for changes in delivery terms, order cancellations, return of goods, or delivery instructions, including, where possible, delivery at an earlier date or earlier due date of the Goods set out in the Contract, if UNICEF requests a material change to the requirements for the Goods, shipping instructions or delivery date. UNICEF and the Supplier will negotiate any necessary changes to the Contract, including any changes 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 signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within 10 days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may terminate the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance termination, at no 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 Contract, details of delivery status, costs to be charged and payments made by UNICEF or pending inspection.

2.4 UNICEF or the Contractor of different from UNICEF's will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide reasonable cooperation to UNICEF or the Contractor with regard to such inspection, including but not limited to access to production data, 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 set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to complies with its warranty and other contractual obligations whether or not UNICEF or the Contractor carries out an inspection of the Goods.

Delivery not Acceptable: Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines that it is unable to deliver all or any of the Goods to the Contractor by the delivery dates stipulated in the Contract, the Supplier will not immediately consult with UNICEF to determine how to expedite delivery of the Goods, and it is not an exceptional ease of delivery at the Supplier's cost unless the delay is due to force majeure as defied in Article 6.7 below. It reasonable requested by UNICEF to do so. 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 Delivery of the Goods will not constitute acceptance of the Goods. It is on the goods that do not conform to the requirements of the Contract or of the Supplier delivers the Goods late or fails to deliver the Goods on 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 or at UNICEF's sole discretion:

(a) UNICEF can reject and refuse to accept any or all of the Goods and receive the Goods and any other goods subject to the requirements in the Contract or at UNICEF's discretion. If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, as UNICEF's option, the Supplier will promptly replace the rejected Goods with goods of equal or better quality and shall be responsible for all costs related to such replacement or UNICEF may exercise any other rights set out below.

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

(c) Upon UNICEF's demand, the Supplier will refund all payments made to the Supplier in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms.

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.7 below.

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 116 below, the Supplier expressly acknowledges that if, in respect of non-conformity, 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 in respect of such late delivery or non-conformity Goods.

Risk of Loss: Title to Goods

2.8 Risk of loss, damage as 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

UNICEF or similar trade name, express or implied, based on the Contract as applying to the Goods supplied under the Contract and any other express terms on the Contract. In the absence of any such UNICEF or similar trade name or other express terms, the following provisions will apply (at 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 Consignee has been completed in accordance with the Contract and that the Supplier will be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract.

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

3. Price, Invoice, Tax Exemption, Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it 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 cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is payable of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract provided that without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price or delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties prior to the Goods being 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 (at least 1) invoice in respect of the payment being sought in the amount specified in the Contract identification number based on the invoice price of the Contract, and the copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing duties taxes, customs charges, any duties, levies, taxes, and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authorities require changes to exemptions from such taxes, duties, charges or fees, the Supplier will immediately notify UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to ensuring UNICEF's exemption from, or refund of, amounts paid on, or valued added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the contract terms or any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Supplier the amount of the unpaid portion in accordance with Article 3.5 below. UNICEF will provide a credit to the contract or invoice in respect of the goods or services, as applicable, in accordance with the invoicing terms of the Contract. The Supplier will not be deemed to have made a claim or to have incurred a default with respect to any invoice upon resolution of such dispute, any amounts that have not been charged to the Contract will be deducted from the monies in which they appear and UNICEF will pay any agreed remaining terms in the monies in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncredited amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, 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 not be entitled to interest on any late payment or any amount payable under the Contract in respect of an accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of all 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 will contain the Supplier's bank account details 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. It is the Supplier's responsibility to ensure that the bank details supplied to us by UNICEF are accurate and correctly notified by UNICEF to an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if the UNICEF has not received 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, indemnification or other claim including, without limitation, any overpayment made by UNICEF to the Supplier owing to the Supplier to UNICEF under the Contract or any other contract 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 post-payment audit by UNICEF's external and internal 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 terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audits or auditors determine were not in accordance with the Contract terms of the reasons for such payments (including but not limited to the services or services of UNICEF for other personnel).

4. Representations and Warranties; Indemnifications and Insurances

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms. The Supplier will, in good faith, and will maintain throughout the term of the Contract, all rights, licenses, authorizations and consents necessary, if applicable, to develop, source, manufacture and supply the Goods and to perform its obligations under the Contract. The Supplier will be responsible for ensuring that the Goods supplied to UNICEF or to the Company under the Contract are consistent with the terms and conditions of the Contract, for the use or supply of the Goods does not and will not infringe any patent, design, trade-mark or trademark, or (iii) the failure of such representations or warranties to be true, complete and accurate and other representations of the Goods and in accordance with Article 3.5 terms of the Contract. The Supplier will not enter into any agreement or arrangement that restricts or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods and the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its responsibilities with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The 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, functional, if specified in the Contract, and for the purposes for which such goods is, produced and used for purposes expressly made known to the Supplier by UNICEF in the Contract, are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (c) are free from all claims, counterclaims or other third party claims and rights are excluded or packaged in accordance with the standards or export packaging for the type and quantities of the Goods specified in the Contract and (d) are manufactured in the shape and size specified in the Contract and that the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in (e) are manufactured under the supervision of the Government or other entity that receives the Goods or the manufacture of the Goods is, and will continue to be, made 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 products is beyond the shelf-life of such Goods specified in the Contract and to the extent that the warranty period extends beyond the expiry date, the warranties will remain valid for such period as is specified in the Contract. The warranties will remain valid from the date the Supplier signs the Contract and until the earlier of (i) the warranty period or (ii) thirty (30) months after delivery of the Goods. The warranties provided in Articles 4.2 and 4.3 above are not limited to any warranties on the Goods, the Supplier assigns to UNICEF in respect of the manufacturer's obligations to UNICEF under the Contract.

4.4 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods and (b) 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, contractors and agents, each entity that makes a direct financial contribution to the purchase of the Goods and sum Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liabilities 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 subcontractors in the performance of the Contract. This provision will extend to any suit and liability in the nature of workers’ compensation, the product liability, and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trademark or trade-secret owned or licensed by the Goods or any other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or subcontractors 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 privileges and immunities of UNICEF or any matter relating to UNICEF’s privileges and immunities (excluding matters relating to UNICEF’s relations with Her Majesty’s Government) which are included under UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented as an such suit, proceeding, claim or demand by independent counsel of its own choosing.

Insurance

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 risks 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 the Goods and any equipment used in the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contract including, but not limited to, the risks of claims arising out of or related to the Supplier’s performance of the Contract, including the following:

(a) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contract including, but not limited to, the risks of claims arising out of or related to the Supplier’s performance of the Contract, including the following:

(a) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contract including, but not limited to, the risks of claims arising out of or related to the Supplier’s performance of the Contract, including the following:

(b) All appropriate workers compensation and employer’s liability insurance, or its equivalent, with respect to its Personnel and subcontractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract;

(c) 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 4.8.2 above during the term of the Contract and for a period after the Contract terminates exceeding the end of any applicable indemnification period with respect 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 (c) above, the insurance policies for the Supplier’s insurance required under this Article 4.6 will (i) name UNICEF as an additional insured, but not include a waiver by the insurer of any subrogation rights against UNICEF; and (ii) provide that UNICEF will receive thirty (30) days written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactorily 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 subcontractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights: Confidentiality

5.1 Unless otherwise expressly provided for in the Contract:

(a) The Supplier will hold and use and its Personnel and subcontractors in the performance of the Contract.

(b) Subject to paragraph (c) of this Article 5.1, UNICEF will be entitled to all intellectual property or other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that to the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (c) any 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 or received by the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials or on express or termination of the Contract.

(c) the UNICEF will be entitled to and will not share any ownership interest in any intellectual property or other proprietary rights of the Supplier that predates the performance of the Supplier as 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.

(d) An UNICEF request, the Supplier will take all necessary steps, execute all necessary documents and generally work in securing such proprietary rights and transferring them, in the event, intellectual property or other proprietary rights so arises in the Supplier’s performance of the Contract.

(e) to except to those of its Affiliates, employees, officials, contractors, agents and subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract or

(f) unless the Confidential Information is disclosed by the Recipient from a third party without restriction; (c) is disclosed by the Discloser to a third party without any obligation of confidentiality; (d) is known by the Recipient prior to disclosure by the Discloser; or (e) at any time is developed by the Recipient completely independently of any disclosure by the Recipient under the Contract.

5. If the Supplier refuses a request for disclosure of UNICEF’s Confidential Information pursuant to any judicial or administrative process, before any such disclosure is made, the Supplier will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the withdrawal of the relevant judicial Government to establish protective measures or take such other action as may be appropriate and the Supplier will to advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier’s Confidential Information to the extent required pursuant to resolutions or regulations of governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authorities external to UNICEF, any information known to it or 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 private advantage.
ANNEX A
GENERAL TERMS AND CONDITIONS

5.1. Upon the expiry or earlier termination of the Contract, the Supplier will:
(a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies or such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing and
(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 9.1.4.

6. Termination: Force Majeure

Termination by either Party for Material Breach

6.1. If the Party is in material breach of any of its obligations under the Contract, the other Party can give a written notice that within thirty (30) days of receiving such notice the breach must be remedied (in such breach is capable of remedy). If the breaches Party does not remedy the breach within thirty (30) days period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the non-breaching Party written notice of termination. The notice of termination or arbitral proceedings in accordance with Article 9 (Provisions and Immunities: Settlement of Disputes) below will not be given prior to termination of the Contract.

Additional Termination Rights of UNICEF

6.3. In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract immediately without delay on written notice of termination, without any liability for termination charges or other liabilities of any kind:
(a) if the circumstances described in and in accordance with, Article 7 (Infringement of Patent Rights); or
(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or
(c) if the Supplier is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stays on any payment or repayment obligations, or applies to be declared insolvent; or is granted a moratorium or a stay, or is declared insolvent; or makes an assignment for the benefit of one or more of its creditors; or has a receiver appointed on account of the insolvency of the Supplier; or two (2) offers a settlement at least of the amount due; or
(d) in UNICEF's reasonable judgment, subjected to a materially adverse change in its financial condition that threatens or substantially reduces the ability of the Supplier to perform any of its obligations under the Contract.

6.5. In addition to the termination rights 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 standard applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is canceled or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.3. As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods or Services and orderly manner and to minimize costs and will seek from UNICEF regarding Goods or Services all payments and will undertake any further additional communications and/or the following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary or that UNICEF may direct in writing, for the termination of the Contract and for the protection and preservation of all property (whether tangible or intangible) related to the Contract and in the possession of the Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5. If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5 but will remain liable to UNICEF for all laws and damages which may be suffered by UNICEF by reason of the Supplier's default including but not limited to costs of the purchase and delivery of replacement or substitute goods.

6.6. The termination rights as in Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.
ANNEX A

GENERAL TERMS AND CONDITIONS

Concurrent on the Rights of the Child, including Article 32, or the International Labour Organization's Convention Concerning the Prohibition and Immediate Abolition for the Elimination of the Worst Forms of Child Labour Nos. 123 (1973) and 182 (1999) in the manufacture of

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of any of its Personnel including its employees or any person engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activities 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.

7.8 The Supplier will furnish UNICEF with any information or reports that may be necessary to ensure that no violation of this Article 4 occurs.

7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 4 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion, to inspect or monitor the Supplier's performance directly or indirectly through any other person or entity, for the purpose of enforcing compliance.

(b) If a violation occurs, the Supplier shall, upon notice from UNICEF, immediately terminate the Contract and pay all outstanding invoices, expenses, and any other amounts due to UNICEF.

(c) Any suspension or termination under this Article 4 will be without prejudice to any liability for termination or other charges on any other basis.

8. Full Cooperation with Audits and Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the manner in which the Contract is managed, and the performance of the Parties. In the event of any violation, UNICEF will have the right to immediately terminate the Contract and pay all outstanding invoices, expenses, and any other amounts due to UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed to affect any of the privileges and immunities of the United Nations, including UNICEF, and its subsidiary organs under the Conventions on the Privileges and Immunities of the United Nations, 1945, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or international law.

9.3 The Parties will use their best efforts to settle all disputes and to resolve any controversy or dispute relating to the Contract by negotiation or mediation. If the Parties fail to agree on such settlement, the Parties will submit the dispute to a competent authority for resolution. The Parties will use their best efforts to settle all disputes and to resolve any controversy or dispute relating to the Contract by negotiation or mediation. If the Parties fail to agree on such settlement, the Parties will submit the dispute to a competent authority for resolution.

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10. Notices

10.1 Any notice, request, or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons named in the Contract. Any notice, request, or consent given, received, or delivered in accordance with the Contract shall be deemed to have been given, received, or delivered as set forth in the Contract.

10.2 Unless otherwise stated in the Contract, all documents, notices, and correspondence required or permitted to be given or made pursuant to the Contract, shall be deemed to have been given, received, or delivered in accordance with the Contract.

11. Other Provisions

11.1 The Parties acknowledge that UNICEF's permission is required in order to reproduce or otherwise use any part of the Contract without the prior written consent of UNICEF. UNICEF reserves the right to refuse to grant permission or to require that any reproduction or otherwise use of the Contract be done in accordance with the provisions of the Contract.

11.2 The failure of either Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute a waiver of the violation or breach, nor will it be deemed to be a waiver of any future violation or breach.

11.3 The Parties will be entitled to retain their rights to the extent that the Parties are entitled to any specific performance or injunction against the other Party. The Parties will be entitled to retain their rights to the extent that the Parties are entitled to any specific performance or injunction against the other Party.

11.4 Except as expressly provided in the Contract, the Parties will be responsible for all losses, damages, and costs incurred by the other Party and for making all arrangements necessary for the performance of its obligations under the Contract.

11.5 In the event that the Parties are unable to agree on the interpretation and application of the Contract, the Parties will agree to the interpretation and application of the Contract. The Parties will agree to the interpretation and application of the Contract. The Parties will agree to the interpretation and application of the Contract. The Parties will agree to the interpretation and application of the Contract. The Parties will agree to the interpretation and application of the Contract.

12. Compliance

12.1 The Parties will comply with all applicable laws, regulations, and other requirements as specified in the Contract. The Parties will comply with all applicable laws, regulations, and other requirements as specified in the Contract. The Parties will comply with all applicable laws, regulations, and other requirements as specified in the Contract. The Parties will comply with all applicable laws, regulations, and other requirements as specified in the Contract. The Parties will comply with all applicable laws, regulations, and other requirements as specified in the Contract.

13. Entire Agreement

13.1 This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior communications, negotiations, and agreements.

14. Governing Law

14.1 This Agreement will be governed by and construed in accordance with the laws of the United Nations, as such laws may be amended from time to time.
ANNEX A
GENERAL TERMS AND CONDITIONS

11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or 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 any Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to preclude 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 or file any lien, attachment or other encumbrance against any amounts due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any amounts due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public, for purposes of commercial advantage or goodwill, that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF or the purposes of initial reports or communications between the Parties and between the Supplier and its Personnel and subcontractors, the Supplier will not, to any extent whatever, use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of 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, and no waiver of any of its provisions, may be made unless in writing signed by an authorized official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4.5, 5.7, 8.9, 11.1, 11.2, 11.4(b), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.